



## REQUEST FOR BID PROFESSIONAL SERVICES

**BID NUMBER:** BS/2022/RFB472

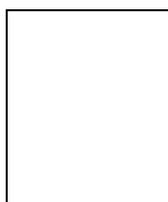
**ADVERT DATE** 17 NOVEMBER 2022

**CLOSE Date:** 09 DECEMBER 2022

**Time:** 11h00

**DESCRIPTION:** COBIT 2019 MATURITY ASSESSMENT AND IMPLEMENTATION (ICT POLICIES, PLANS, PROCEDURES REVIEW AND DEVELOPMENT), FORMULATION OF THE ENTERPRISE ARCHITECTURE (ACROSS ALL DOMAINS: BUSINESS, DATA/INFORMATION, APPLICATION, TECHNOLOGY, SECURITY AND INTEGRATION) AND DEVELOPMENT OF THE ICT STRATEGY.

**ONLINE NON-COMPULSORY BRIEFING** 24 November 2022 11:00 hours



Email for Briefing link to be sent to  
jacks@bankseta.org.za  
and copied to  
SCM@bankseta.org.za

### Respondent details

(Use this as a cover page for response document and envelope)

<b>Company Name:</b>	
<b>Contact person:</b>	
<b>Company physical address</b>	
<b>Email:</b>	

<b>Telephone:</b>				
<b>Mobile number:</b>				
<b>Date:</b>				
<b>Original copy of documents or copy - Mark with X</b>	<b>ORIGINAL</b>		<b>COPY</b>	

## 1. BANKSETA BACKGROUND

The Banking Sector Education and Training Authority (BANKSETA) is the SETA for banking and alternative banking industry. It is a statutory body established through the Skills Development Act of 1998 as amended by the Skills Development Act, 26 of 2011 to enable its stakeholders to advance the national and global position of the banking and alternative banking sector. As guided by its mandate, the BANKSETA is as such an agent of transformation and seeks to promote employment equity and broad-based BEE through skills development.

For further details on the BANKSETA, visit [www.bankseta.org.za](http://www.bankseta.org.za) and refer to the 2020/21 annual report under Media Center/publications.

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

## 2. PURPOSE AND OBJECTIVES OF THE PROJECT

- 2.1 The BANKSETA seeks to appoint a service provider to undertaking the following.
- (a) perform COBIT 2019 process maturity assessment (delivery by 30<sup>th</sup> March 2023)
  - (b) develop ICT architecture that is informed by enterprise architecture, (delivery by 30<sup>th</sup> March 2023)
  - (c) formulate a 5-year ICT strategy. (Delivery by 30<sup>th</sup> March 2023)
  - (d) develop a roadmap to guide BANKSETA on implementation of all 40 COBIT 2019 processes,
  - (e) review existing ICT policies, plan and procedure and develop new ICT policies, plan and procedure for each of the 40 COBIT 2019 processes
  - (f) Implement all 40 COBIT 2019 processes to at least maturity level 3 for a period of 12 months

## 3. SCOPE OF WORK

- 3.1 **Perform COBIT 2019 process maturity assessment (to be delivered by 30<sup>th</sup> March 2023)**

- (a) Assess the current business processes with reference to COBIT 2019 process maturity framework
- (b) Document and report the gaps identified with reference to COBIT 2019 framework.

**3.2 Develop enterprise architecture (to be delivered by 10<sup>th</sup> March 2023)**

- (a) Develop and document BANKSETA Enterprise Architecture
- (b) Develop and document ICT Architecture that is informed by Enterprise Architecture.
- (c) The ICT Architecture must include the following six (6) domains includes:
  - Business domain
  - Application domain
  - Data /information domain
  - Technology infrastructure domain
  - Integration domain
  - Security Domain

**3.3 Formulate a 5-year ICT strategy (to be delivered latest by 30<sup>th</sup> March 2023)**

- (a) Assess ICT environment
- (b) Align ICT deliverables to BANKSETA business needs
- (c) Develop a migration plan that will guide BANKSETA to migrate from the 'current' state to the 'desired' future state.
- (d) Formulate a 5-year costed roll out plan/strategy implementation plan.

**3.4 Develop COBIT 2019 process model for BANKSETA**

- (a) Document all 40 COBIT 2019 processes for BANKSETA to implement.
- (b) Develop a road map for each of the 40 COBIT 2019 processes indicating required deliverables per maturity level from maturity level 01 to 05.

**3.5 Review/ Develop ICT policies,**

- (a) Review four (4) policies, four (4) plans/strategies and four (4) frameworks/charters to align to COBIT 2019 framework.

Number	Policies	Plans/Strategy	Frameworks/Charters
1	Information security policy	Disaster Recovery Plan	IT Portfolio Management Framework
2	Electronic backup policy	ICT Continuity Plan	ICT Governance Charter
3	Incident and Problem Management Policy	IT Migration Plan	IT Service Charter

4	ICT Operational Policy	ICT Disaster Recovery Strategy	IT Governance Framework
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(b) Develop policies, plan and procedures to implement each of the 40 COBIT 2019 processes.

3.6 The service provider will be required to produce interim reports at each phase, during project implementation, which will be discussed and approved by different management level.

#### 4. COMPETENCY AND EXPERTISE REQUIREMENTS

4.1 The service provider should provide certificate for COBIT 2019 design and implementation for team member.

4.2 The service provider should provide certificate for COBIT 2019 Assessor Certification for team member.

4.3 The service provider should provide enterprise architecture certification for team member.

4.4 The service provider should provide proven track record (reference letters) indicating to have performed and Developed COBIT 2019 process maturity assessment and enterprise architecture.

4.5 The service provider should submit CVs of the team demonstrating experience as follows.

- (a) Performed and Developed COBIT 2019 process assessment,
- (b) Review/ developed ICT policies, plans and procedures,
- (c) Developed enterprise architecture / ICT architecture,
- (d) Formulated an ICT strategy
- (e) Implement all 40 COBIT 2019 processes to at least maturity level 3 for a period of 12 months

#### 5. DURATION OF THE CONTRACT.

5.1 The contract will be valid from the contract signing date by both parties, for a period of eighteen (18) months. The deliverables under paragraphs 3.1, 3.2 and 3.3 in the Scope of Work need to be delivered by the 30<sup>th</sup> of March 2023

#### 6. PRICING STRUCTURE

***N.B: The Pricing Schedule must be completed as per the attached annexure A. Failure to comply with be disqualified because it will be impractical to compare across all submissions.***

6.1 The quoted prices will remain fixed for the entire duration of the contract.

6.2 The attached pricing sheets (Appendix A) should be completed in full. The  
**COBIT 2019 MATURITY ASSESSMENT AND IMPLEMENTATION (ICT POLICIES, PLANS, PROCEDURES REVIEW AND DEVELOPMENT), FORMULATION OF THE ENTERPRISE ARCHITECTURE AND DEVELOPMENT OF THE ICT STRATEGY - BS/2022/RFB472**

BANKSETA will not entertain pricing adjustments after the signing of contract, and it is therefore important that all pricing elements are disclosed.

- 6.3 The pricing sheet should show VAT separately.
- 6.5 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 6.6 All pricing assumptions, excluded costs and estimated costs should be clearly documented. The BANKSETA assumes that the pricing document as supplied is complete and covers all costs associated with this project.

## 7. SUBMISSION REQUIREMENTS

- 7.1 All submissions should be delivered in individual envelopes as per clause 7.4.
- 7.2 Respondents should take particular care to ensure that there is no discrepancies between all submissions presented to the BANKSETA.
- 7.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.
- 7.4 Document should be submitted as follows:

One hardcopy should be the original submission, clearly marked "Original" and one (1) copied version of the original and a soft (electronic) copy (preferably to be memory stick).

7.4.1 An Envelope 1 – Original

7.4.2 B Envelope 2 – Hard Copy of the original document and 1 Soft copy

7.4.3 C Envelope 3 – **Pricing and SBD1** – (invitation to bid) together with Valid BBBEEE.

7.4.4 Each individual envelope must be clearly marked with the following information:

Description of the Submission: **COBIT 2019 MATURITY ASSESSMENT AND IMPLEMENTATION (ICT POLICIES, PLANS, PROCEDURES REVIEW AND DEVELOPMENT), FORMULATION OF THE ENTERPRISE ARCHITECTURE (ACROSS ALL DOMAINS: BUSINESS, DATA/INFORMATION, APPLICATION, TECHNOLOGY, SECURITY, AND INTEGRATION) AND DEVELOPMENT OF THE ICT STRATEGY.**

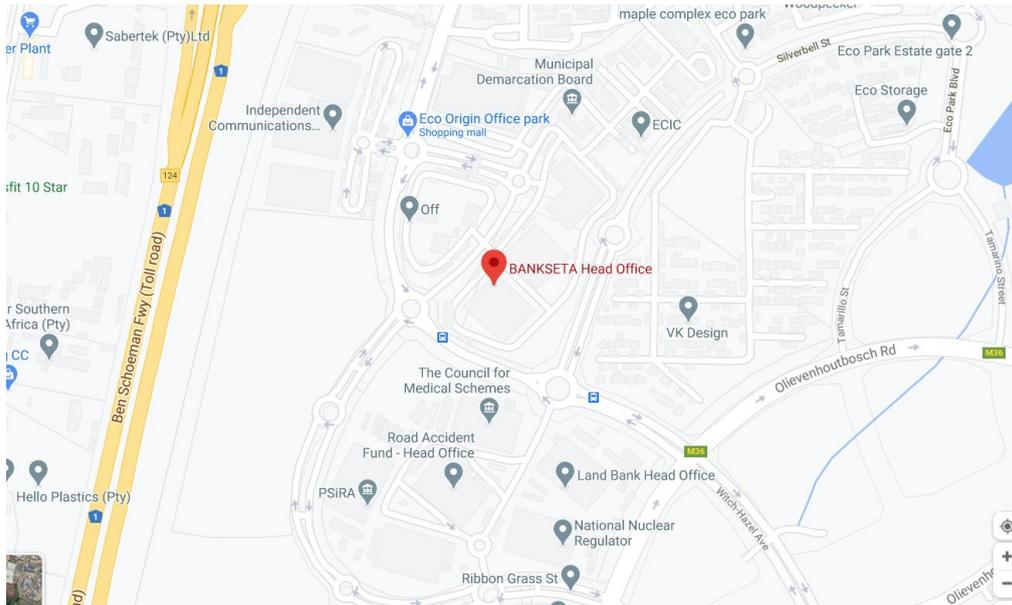
Submission Bid Number: **BS/2022/RFB472**

- 7.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- 7.6 All submissions received by BANKSETA will become the property of the BANKSETA and will not be returned to the respondent.
- 7.7 The submissions must be inserted into the SUBMISSION BOX available at the Reception Area of BANKSETA Offices at the following address: -

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

Eco Park Estate,  
Highveld,  
Centurion,  
0144

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



- 7.8 NB: The Service provider is required to sign a register on their submission.
- 7.9 Unsuccessful bidders will be informed in writing when the process is concluded.
- 7.10 A tender will be considered late if received after the specified date and time.  
Service providers are therefore strongly advised to ensure that Tenders be despatched allowing enough time for any unforeseen events that delay the delivery of the Tender.

## 8. ENQUIRIES/COMMUNICATION

8.1 Contact person for enquiries regarding the tender document:

Mr Jack Serite

Title: Specialist: Supply Chain Management Unit

8.2 Bidders who wish to attend virtual briefing session should indicate in writing within 5 days after advertising date by emailing:

Email: [jacks@bankseta.org.za](mailto:jacks@bankseta.org.za) copy [scm@bankseta.org.za](mailto:scm@bankseta.org.za)

8.3 All clarifications or enquiries should be made in writing and received by the BANKSETA at

least 10 days before closing date of the Tender. Telephonic requests for clarification will not be accepted.

8.4 All questions received after the briefing session and BANKSETA's answers will be updated on the BANKSETA website under the tender for all service providers' information.

Kindly check BANKSETA's website for this information before finalisation of your bid.

8.5 Should any questions submitted not be included in the responses on the website at least five days before a tender closes, kindly email this to [jacks@bankseta.org.za](mailto:jacks@bankseta.org.za) copy [scm@bankseta.org.za](mailto:scm@bankseta.org.za) and also escalate to [rapulas@bankseta.org.za](mailto:rapulas@bankseta.org.za) and [info@bankseta.org.za](mailto:info@bankseta.org.za).

### ESTIMATED RFB TIMELINES

Activity	Time	Date
Non-compulsory Virtual Briefing  Bidders who wish to attend an online briefing session should indicate in writing within a week after advertising date.	11:00	24 November 2022
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	c.o. b	30 November 2022
<b>Closing date</b>	<b>11h00</b>	09 December 2022
Tender evaluation, Bidder Verification and Due Diligence	c.o.b.	TBA 12 December 2022
Clarification presentations by Service Providers if required/ Due Diligence	c.o.b.	Estimated around 13 December 2022
Provisional Contract Award	c.o.b.	Estimated around 10 January 2023
Contract Signatures	c.o.b.	15 January 2023

## 9. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

9.1 Compliance/eligibility evaluation (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation stage),

9.2 Technical/Functionality evaluation (Bids that do not meet the minimum threshold indicated in clause 12 will not participate in the final evaluation of price and

BBBEE), and

- 9.3 Price and BBBEE points evaluation. (Bidder will be appointed on the highest scores)

## 10. COMPLIANCE STATUS

- 10.1 Service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on [www.treasury.gov.za](http://www.treasury.gov.za)
- 10.2 The BANKSETA, before making an award, shall check on the central supplier database (CSD) whether.
- (a) the bidder or any of its directors are not listed / indicated as restricted from doing business with the public sector, and/or are person(s) prohibited,
  - (b) the bidder's tax status is compliant.
  - (c) the bidders, its directors or management are not employees of the state, or if a director/manager is an employee of the state, the service provider and or directors/management have permission to do business with the state, as provided for in the legislation.
- 10.3 The BANKSETA will not award any bids to service providers who do not comply with the above.
- 10.4 The BANKSETA will afford bidders a chance to clarify and provide evidence where there is any adverse information on the CSD reports.

## 11. Compliance/Eligibility Evaluation

Respondents who do not meet the requirements below **will be** immediately disqualified.

***NB: (For Joint Venture (JV) submissions each partner to the JV must submit all documents listed below and the JV agreement).***

N.B All relevant forms/documents as prescribed by the PFMA Regulation: Framework for Supply Chain Management accompanying this document must be completed in full and signed where applicable by a duly authorized official of the primary contractor / bidder.

NB: Failure to submit the items listed below will result in the bid being immediately disqualified.

Item	Description
1.	Submission of proposal on COBIT 2019 maturity assessment and implementation (ICT policies, plans, procedures review and development), formulation of the enterprise architecture and development of the ICT strategy
3	Submission of the following fully completed and signed returnable documents: - SBD 1 Invitation to submission

	<ul style="list-style-type: none"> <li>- SBD 4 Declaration of interest</li> <li>- SBD 6.1 Preference points claim form in terms of the preferential procurement regulations 2017</li> </ul>
4	Special Conditions that the bidder needs to accept by signing the last page and submit
5	Submission of the service provider's Central Supplier Database report.
6	The service provider must provide COBIT 2019 design and implementation certificate for an individual(s) to be assigned to this project for COBIT 2019 process implementation
7	The service provider must provide a COBIT 2019 Assessor certificate for an individual(s) to be assigned to this project for COBIT 2019 process maturity assessment.
8	The service provider must provide Enterprise Architecture Certification for individual(s) to be assigned to this project for Enterprise Architecture / ICT Architecture Development.
9	<p>Project Deliverables demonstrating the following</p> <ul style="list-style-type: none"> <li>(a) perform COBIT 2019 process maturity assessment (delivery assessment (delivery by 30th March 2023),</li> <li>(b) develop ICT architecture that is informed by enterprise architecture, (delivery by 30th March 2023</li> <li>(c) formulate a 5-year ICT strategy. (Delivery by 30th March 2023</li> </ul> <p>Failure to adhere to the specified timeline of the above deliverables in the project plan will result in disqualification</p>

## 12. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	SUB-CRITERION WEIGHTING/ PERCENTAGE	WEIGHT /PERCENTAGE
<b>1.Track record of the bidder (Company Experience)</b>		<b>40</b>
<p>The bidder should submit formal reference letter/s from clients where it has previously performed and Developed <u>COBIT 2019 process maturity assessment</u>, and <u>ICT enterprise architecture</u>.</p> <p>The reference letters should</p> <ul style="list-style-type: none"> <li>- Be on the client's letterhead,</li> <li>- Be signed and dated</li> <li>- Indicate the work done,</li> </ul>		

- Indicate the year the work was done, (please note that the reference letters should not be older than 5 years counting from the tender closing date.
- Show the client contact details including contact name and telephone or email address.

Where work was not done in one project, separate letters for COBIT 2019 assessment and ICT enterprise architecture can be submitted. both references will be evaluated as one

**On evaluation, the BANKSETA will award points as follows:**

- (a) 0 reference letter = 0 points
- (b) 1 reference letters = 1 Point
- (c) 2 reference letters = 2 Points
- (d) 3 reference letters = 3 Points
- (e) 4 reference letters = 4 Points
- (f) 5 or more reference letters = 5 Points

**2. Experience of personnel** **60**

The service provider should submit CVs of at least two members to be assigned to this project demonstrating experience as follows.

**2.1 COBIT 2019 process Maturity Assessment**

**The team member whose CV is submitted should have at least NQF Level 5 or Higher qualification for the experience to be considered.**

The CV should show list of project/s worked on, with the name of company where the work was performed, the year the work was done and a brief description/ summary of the work done against each project to indicate that the project covered COBIT 2019 process maturity assessment.

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name of company where the work was performed,	the year the work was done	a brief description/ summary of the work done against each project covered COBIT 2019 process maturity assessment

On evaluation, the BANKSETA will award points as follows:

- (a) 0 project = 0 point
- (b) 1 project = 1 Point
- (c) 2 projects = 2 Points
- (d) 3 projects= 3 Points
- (e) 4 projects = 4 Points
- (f) 5 or more projects = 5 Points

BANKSETA will consider the individual with most projects on formulation of COBIT 2019 process maturity assessment

**2.2 Review/ development of ICT policies**

The team member whose CV is submitted should have at least NQF Level 5 or Higher qualification for the experience to be considered The CV should show of project/s worked on with the name of company where the work was performed, the year the work was done, and a brief description/summary of the work done against the project to indicate that the project included review and development of ICT policies)

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name of company where the work was performed,	the year the work was done	a brief description/summary of the work done against the project to indicate that the project included review and development of ICT policies

**On evaluation, the BANKSETA will award points as follows:**

- (a) 0 project = 0 point
- (b) 1 project = 1 Point
- (c) 2 projects = 2 Points
- (d) 3 projects= 3 Points
- (e) 4 projects = 4 Points
- (f) 5 or more projects = 5 Points

BANKSETA will consider the individual with most projects on review and development of ICT policies

**2.3 Development of enterprise architecture**

The team member whose CV is submitted should have at least NQF Level 5 or Higher qualification for the experience to be considered

The CV should show list of project/s worked on, with the name of company where the work was performed, the year the work was done and a brief description/ summary of the work done against each project to indicate that the project covered development of Enterprise architecture/ICT Architecture.

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name of company where the work was performed,	the year the work was done	a brief description/summary of the work done against the project to indicate that the project included development of Enterprise architecture/ICT Architecture

On evaluation, the BANKSETA will award points as follows:

- (a) 0 project = 0 point
- (b) 1 project = 1 Point
- (c) 2 projects = 2 Points
- (d) 3 projects= 3 Points
- (e) 4 projects = 4 Points
- (f) 5 or more projects = 5 Points

BANKSETA will consider the individual with most projects on development Enterprise architecture/ICT Architecture

**2.4 Formulation of an ICT strategy**

The team member whose CV is submitted should have at least NQF Level 5 or Higher qualification for the experience to be considered

The CV should show list of project/s worked on, with the name of company where the work was performed, the year the work was done and a brief description/ summary of the work done against each project to indicate that the project covered formulation of an ICT Strategy.

15

name of company where the work was performed,	the year the work was done	a brief description/summary of the work done against the project to indicate that the project included formulation of an ICT Strategy

On evaluation, the BANKSETA will award points as follows:

- (a) 0 project = 0 point

(b) 1 project = 1 Point (c) 2 projects = 2 Points (d) 3 projects= 3 Points (e) 4 projects = 4 Points (f) 5 or more projects = 5 Points BANKSETA will consider the individual with most projects on formulation of an ICT Strategy		
<b>TOTAL WEIGHTING</b>		<b>100</b>
<b>MINIMUM WEIGHTING/PERCENTAGE THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION</b>		<b>65</b>

The minimum weighting threshold for technical / functional evaluation is 65%. Any bidder scoring less than 65% or 65 weight will be disqualified from further evaluation.

**13. Functionality will be evaluated using the following formula for each criterion or sub-criterion.**

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

Where:

- Pf – is the percentage/weighting scored for functionality for that criterion or sub-criterion under consideration.
- So – is the total score evaluated by the BANKSETA for the criterion or sub-criterion under consideration.
- Ap – is the percentage allocated for functionality for the criterion or sub-criterion.
- Ms – is the maximum score possible per criterion or sub-criterions which is 5.

13.1 Each technical /functional evaluation criterion or sub-criterion shows how it will be evaluated by BANKSETA out of a maximum of 5 points. i.e Ms =5 points.

13.2 The score/points evaluated per criterion or sub-criterion by BANKSETA is divided by 5 and then multiplied by the weighting of the criteria to arrive at the percentage for that criterion/sub-criterion.

13.3 The percentages for all criteria/sub-criteria are added together to reach the final percentage or weighting.

13.4 Any proposals not meeting a minimum total weight threshold of 65 **percentage** or 65 weighting on functionality/technical evaluation will not participate in the price/preference points evaluation.

**14. PRICE AND PREFERENCE POINTS EVALUATION**

Pricing will be evaluated using the following 80/20 PRICEPREFERENCE POINT SYSTEMS

Price	BBEEE Preference points	Total Points
80	20	100

A maximum of 80 points is allocated for price using the following formula:

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

Where

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

**Pt** = Price of bid under consideration.

**Pmin** = Price of lowest acceptable bid.

#### 15. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

15.1 The points scored by a bidder in respect of the B-BBEE contribution will be added to the points scored for price to arrive at the overall score.

15.2 Points will be rounded off to the nearest 2 decimals points.

15.3 If two or more tenders have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals or B-BBEE contribution.

## **16 TENDER CONDITIONS**

- 16.1 BANKSETA reserves the right to withdraw or amend terms of reference by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.
- 16.2 BANKSETA reserves the right not to award this tender or partially award the tender.
- 16.3 The cost of preparing the applications will not be reimbursed.
- 16.4 The BANKSETA reserves the right to conduct a due diligence (including site visits, capacity, assessment, and financial capability assessment) on short listed tender submitters before contracting.
- 16.5 BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.
- 16.6 BANKSETA shall not be liable for any direct, indirect, consequential or other losses or damages including loss of profit that may be incurred by any person including, but not limited to, an Applicant, Short Listed Applicant or Successful Applicant, or any director, officer or associated company thereof, as a result of any reliance on or use of information supplied in response to this tender or as a result of the tender process contemplated in this tender document.
- 16.7 BANKSETA makes no representations, undertakings, or warranties whatsoever to any person in respect of the tender or any information contained in the tender.
- 16.8 This tender is confidential and proprietary to BANKSETA and may not be used, reused, copied, or distributed for any purpose, other than in relation to the tender process, without BANKSETA's prior written consent.
- 16.9 POPIA - The Protection of Personal Information Act, ("POPIA") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. BANKSETA complies with POPIA in collecting, processing, and distributing of Personal Information, which include cooperation with the Regulator as provided for in the act.
- 16.10 BANKSETA shall transfer all risks to the provider should there be a data breach of BANKSETA personal information hosted by the provider.

## **17. REVIEW PROCESS**

- 17.1 In order to evaluate and adjudicate proposals effectively, it is imperative that applicants submit responsive applications. To ensure an application will be regarded as responsive it is imperative to comply with all conditions pertaining to the application and to complete all the mandatory fields and questionnaires.

- 17.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- 17.3 All proposals will go through Evaluation Committee for evaluation on functionality
- 17.4 The proposals from the tender evaluation committee will be tabled before the Bid Adjudication Committee (BAC).
- 17.5 The validity period of proposals is **150 days** after closing.

## **18. REASONS FOR REJECTION**

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

## **19. JOINT VENTURE**

- 19.1 In the case of a Joint Venture, the following will be Applicable:
- 19.2 Each JV Member must have a valid Tax Clearance Certificate issued by SARS; or CSD report showing tax status.
- 19.3. Submission of a signed Joint Venture Agreement by the JV Partners and attached to this tender document; and
- 19.4 Submission of a Joint Venture BBBEE Rating Certificate.

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA				
BID NUMBER:	BS/2022/RFB472	CLOSING DATE:	09 DECEMBER 2022	CLOSING TIME: 11:00am
DESCRIPTION	COBIT 2019 MATURITY ASSESSMENT AND IMPLEMENTATION (ICT POLICIES, PLANS, PROCEDURES REVIEW AND DEVELOPMENT), FORMULATION OF THE ENTERPRISE ARCHITECTURE (ACROSS ALL DOMAINS: BUSINESS, DATA/INFORMATION, APPLICATION, TECHNOLOGY, SECURITY AND INTEGRATION) AND DEVELOPMENT OF THE ICT STRATEGY.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Eco Origin Office Park, Block C2, 349 Witch-hazel Avenue, Eco Park Estate, Highveld, Centurion,

**NB: Bidders as part on requirement - Submission of soft copy on PDF must be part of bid submissions.**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

**[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]**

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p><b>SIGNATURE OF BIDDER</b></p>	<p>.....</p>	<p><b>DATE</b></p>	
<p><b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)</b></p>			
<p><b>TOTAL NUMBER OF ITEMS OFFERED</b></p>		<p><b>TOTAL BID PRICE (ALL INCLUSIVE)</b></p>	
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>BANKSETA</p>	<p>CONTACT PERSON</p>	
<p>CONTACT PERSON</p>	<p>Mr Jack Serite</p>	<p>TELEPHONE NUMBER</p>	
<p>TELEPHONE NUMBER</p>		<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	
<p>E-MAIL ADDRESS</p>	<p><a href="mailto:jacks@bankseta.org.za">jacks@bankseta.org.za</a></p>		

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of institution</b>	<b>State</b>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name)..... in submitting  
the accompanying bid, do hereby make the following statements that I certify to be  
true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

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

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

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

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....

# SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH.

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

	SPECIAL CONDITIONS	CONFIRMATION		
		Yes	No	If no, indicate deviation
<b>1</b>	<b>GENERAL</b>			
1.1	<p>Respondents must indicate compliance or noncompliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant special conditions by marking the YES box and noncompliance by marking the NO box. The bidder must clearly state if a deviation from these special conditions are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Responses not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted.</p> <p>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.</p>			
<b>2</b>	<b>THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT</b>			
		Yes	No	If no, indicate deviation
2.1	Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.			
<b>3</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>			
		Yes	No	If no, indicate deviation
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.			

<b>4</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>
5.1	<b>Vendor are encouraged to register on the Central Supplier Database (CSD) as an award cannot be made to a vendor who is not registered and tax compliant on CSD.</b>			

<b>6</b>	<b>CONFIDENTIALITY</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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 (Only applicable to services requiring IP)</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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.			

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>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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.			

<b>9</b>	<b>WARRANTS and PAYMENTS</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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: <input type="checkbox"/> Copy of a cancelled cheque; <input type="checkbox"/> Letter from bank; <input type="checkbox"/> Statement.			
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.			

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>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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>			

		Yes	No	If no, indicate deviation
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>			
		Yes	No	If no, indicate deviation
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			
	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 REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</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 in the RFQ/RFB documents:			
13.2	Respondents must complete and return Special Conditions of Contract.			

<p>_____</p> <p style="text-align: center;">NAME OF BIDDER</p> <p>_____</p> <p>_____</p> <p style="text-align: center;"><b>SIGNATURE</b></p>	<p>_____</p> <p><b>DATE</b></p>
--	---------------------------------