



REQUEST FOR BID PROFESSIONAL SERVICES

BID NUMBER: BS/2024/RFB489

ADVERT PUBLISH DATE Friday 05 July 2024 11:00 hours

ADVERT CLOSING DATE Monday 05 August 2024

Time: 11h00

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR IMPLEMENTATION OF ISO/IEC 27001:2022 FOR INFORMATION SECURITY, CYBERSECURITY AND PRIVACY PROTECTION STANDARDS FOR A PERIOD OF TWO (2) YEARS.

ONLINE COMPULSORY SESSION **NON-BRIEFING** Thursday 11 July 2024 – 11:00



Email for Briefing link to be sent jack@bankseta.org.za / scm@bankseta.org.za

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

Company Name:	
Contact person:	
Company physical address	
Email:	
Telephone:	
Mobile number:	
Date:	

Original copy of documents or copy - Mark with X	ORIGINAL		COPY	
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1. BANKSETA BACKGROUND

- 1.1 BANKSETA is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the banking and micro-finance industry. As guided by its mandate the BANKSETA is an agent of transformation and will promote employment equity and Broad Based Black Economic Empowerment through skills development.
- 1.2 BANKSETA is a schedule 3A public entity with about 92 staff complement. BANKSETA has a head office in Gauteng at 349 Witch-Hazel Avenue, in Eco Park, Centurion, a satellite office in Free State and two regional offices, one in Limpopo and the other in Eastern Cape.
- 1.3 For further details on the BANKSETA, visit www.bankseta.org.za and refer to the 2022– 2023 annual report under Media Centre/publication/annual reports.
<https://www.bankseta.org.za/wp-content/uploads/2023/11/BANKSETA-2022-23-Annual-Report.pdf>

2. THE PURPOSE AND OBJECTIVES OF THE PROJECT

- 2.1 The BANKSETA processes both physical and electronic documents/records to implement its operations.

The BANKSETA utilizes Microsoft 365 office package apps (word, excel, forms, SharePoint, and internal shared drive) for the management of documents and records. The BANKSETA also has offsite storage for physical records/documents. The BANKSETA uses biometric access controls at head office situated in Centurion. The BANKSETA has a total of five (05) departments and seventeen (17) business units.

The BANKSETA has a stakeholder base of about 1,000 companies. BANKSETA monitors training at its stakeholders which involves receipt of the appropriate performance information, quality assurance of this and disbursement of grants and stipends to the stakeholders, and learners.

It is against this background that the BANKSETA wants to improve information security management system by implementing International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC) 27001:2022.

- 2.2 The BANKSETA seeks to appoint a certified and experienced service provider to implement ISO/IEC 27001:2022 standard. The contract duration for implementation of ISO/IEC 27001:2022 is two (2) Years. The appointed service provider is expected to:

- 2.2.1 Perform environmental analysis.
- 2.2.2 Determine information management controls.
- 2.2.3 Develop roadmap and implementation plan for controls.

2.2.4 Develop policies, plans and procedure for each control within the four (4) domains of ISO/IEC 27001:22 – see 3.2 below.

2.2.5 Provide User awareness sessions on ISO/IEC 27001:2022 controls.

3. SCOPE OF WORK

3.1 Perform environmental analysis.

- (a) Perform information risk assessment.
- (b) Produce risk mitigation treatment plan.
- (c) Review existing information/records policies, plans and procedures.

3.2 Determine information management controls.

- (a) Organisation controls
- (b) People controls.
- (c) Physical controls
- (d) Technological controls

3.3 Develop roadmap for Implementation of controls.

- (a) Perform the gap analysis on ISO/IEC 27001:2022 controls (refer to section 4.2)

3.4 Develop policies, plans and procedure for each control.

- (a) Establish required people controls for the BANKSETA and align identified controls to the ISO/IEC 27001:2022 by developing policies, plans and procedures for organisation controls.
- (b) Establish required physical controls for the BANKSETA and align the identified controls to the ISO/IEC 27001:2022 by developing policies, plans and procedures for physical controls.
- (c) Establish required people controls for the BANKSETA and align the identified controls to the ISO/IEC 27001:2022 by developing policies, plans and procedures for people controls.
- (d) Establish required technological controls for BANKSETA and align the identified controls to the ISO/IEC 27001:2022 by developing policies, plans and procedures for technology controls.

3.5 Provide and facilitate user awareness sessions on controls ISO/IEC 27001:2022 (through Microsoft Teams)

- (a) Present the policies, plans and procedure for each control in the ICT steering committee, Audit and Risk Committee, Executive Committee and The Boad for approval.
- (b) Present in five (5) user awareness sessions, one (1) for each of the 5 departments.
- (c) Present in two (2) user awareness for the entire organisation.

4. COMPETENCY AND EXPERTISE REQUIREMENTS

4.1 The service provider should provide a minimum of three team members to fulfil the three roles detailed below. One person may only fulfil one role. The details are as follows.

4.1.1 **Team leader** with

- project management certificate or documentation (or any other supplementary proof of the project management qualification) **and**
- qualification on NQF Level 6 or higher in any field **and**
- experience in IT project management.

4.1.2 **Team member 1(one) to fill implementor/auditor role with**

- valid ISO/IEC 27001 implementor/auditor certification and
- qualification on NQF Level 6 or higher in any field **and**
- experience in ISO/IEC 27001 implementor or auditor work.

4.1.3 **Team member 2(two) to fill development of policies, plan and procedures for ISO/IEC 27001 controls role with**

- qualification at NQF Level 6 or higher in any field **and**
- experience in development of policies, plans and procedures in/for ISO/IEC 27001 controls.

4.2 The service provider should show its track record in ISO/IEC 27001 work through reference letters from clients where it has provided or is currently providing this work. The reference letters should be on the service provider's client letterhead indicating work successfully implemented or is currently implementing.

5. DURATION OF THE CONTRACT

The contract will be valid from the contract signing date by both parties, for a period of two (02) Years).

6. PRICING STRUCTURE

- ***N.B: The Pricing Schedule must be completed as per the format on attached annexure A. Bidders who fail to comply with this requirement will be disqualified because it will be impractical to compare across all submissions.***

6.1 The quoted prices will remain fixed for the particular year indicated for the duration of the contract.

6.2 The attached pricing sheets (Appendix A) should be completed in full.

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

- 6.4 The pricing sheet should show VAT separately.
- 6.5 The Bidders are therefore required to indicate a total bidding price by completing the pricing schedule provided in full.
- 6.6 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 6.7 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 and 7.5 below.
- 7.2 Respondents should take particular care to ensure that there are 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).
- 7.5 An Envelope 1 – Original
 - 7.5.1 Envelope 2 – Hard Copy of the original document and 1 Soft copy
 - 7.5.2 Envelope 3 – Pricing and SBD1 – (invitation to bid) together with

BANKSETA PREFERENCE POINTS CLAIM DOCUMENT

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

Description of the Submission:

APPOINTMENT OF SERVICE PROVIDER FOR IMPLEMENTATION OF ISO/IEC 27001:2022 FOR INFORMATION SECURITY, CYBERSECURITY AND PRIVACY PROTECTION STANDARDS FOR A PERIOD OF TWO (2) YEARS

Submission Bid Number: BS/2024/RFB489

- 7.6 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted. 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

Email Address: jack@bankseta.org.za copy scm@bankseta.org.za

- 8.2 Bidders who wish to attend virtual *briefing* session should indicate in writing within 5 Days after advertising date by emailing: Email: jack@bankseta.org.za copy scm@bankseta.org.za
- 8.3 All *clarifications* or enquiries should to be made in writing and received by the BANKSETA at least 14 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 jack@bankseta.org.za copy scm@bankseta.org.za and also escalate to rapulas@bankseta.org.za and info@bankseta.org.za.

RFB TIMELINES

Activity	Time	Date
Tender Advertised	11:00	Friday 05 July 2024 11:00
Non-compulsory Virtual Briefing Bidders who wish to attend an online briefing session should indicate in writing 5 Days after advertising date.	11:00	Thursday 11 July 2024
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	Close Of Business (C.O.B)	Friday ,19 July 2024
Closing date	11h00	Monday 05 August 2024
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	Within 3 weeks of bid closing
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	Within 3 weeks of bid closing
Provisional Contract Award	C.O. B	By Friday 30 August 2024
Contract Signatures	C.O.B.	Friday 16 September 2024

9. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

- 9.1 Compliance/eligibility (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation stage)
- 9.2 Technical/Functionality (Bids that do not meet the minimum threshold indicated in technical/function evaluation, will not participate in the final evaluation stage)
- 9.3 Price and BANKSETA Preferential Procurement points (Bidder will be appointed on the highest scores).

10 COMPLIANCE STATUS

10.1 The service provider must be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on 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 person 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 is an employee of the state, the service provider and or directors 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 in the table 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.

1	Submission of proposal (response document) and pricing schedule – Annexure A The Pricing Schedule must be completed as per the attached annexure A. Failure to comply will lead to disqualification.
2	Submission of the following fully completed and signed returnable documents: - SBD 1 Invitation to submission - SBD 4 Declaration of interest - SBD 6.1 Preference points claim form where applicable (complete the part that is applicable to the BANKSETA Preference Points Claim Document). NB. BANKSETA will not allocate points for BBBEE status Level Contributor
3	Special Conditions that the bidder needs to accept by signing the last page and submit.
4	Submission of Central Supplier Database report (should the bidder have any challenges with the printing or providing CSD report on closing of the tender and the CSD MAAA number be provided)

5	The service provider should provide a valid ISO/IEC 27001 implementer/auditor certification for any individual assigned to perform the function as indicated on the scope of work – from section 3.1 to 3.3
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12. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	SUB-CRITERION WEIGHTING/ PERCENTAGE	WEIGHT /PERCENTAGE
1.Track record of the bidder (Company Experience)		30
<p>1.1 The track record of the bidder should be provided through reference letters from clients where the bidder has successfully implemented or is currently implementing ISO/IEC 27001 on the following.</p> <p style="margin-left: 40px;">(a) Audit and/or implementation of controls. (b) Develop and/ or review policies, plans, and procedure for each control.</p> <p>The reference letters should</p> <ul style="list-style-type: none"> - Be on the client’s letterhead, - Be signed and dated - Indicate the work done. - Show the client contact details including contact name and telephone or email address. <p>On evaluation, the BANKSETA will award points as follows:</p> <p>(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 (d) 5 reference or more letters = 5 Points</p>		
2. Experience and qualification of personnel		70
<p>2.1 Experience and qualification of Team Leader. The service provider should provide a team leader with -a project management certificate or any other supplementary proof, and experience in IT project management and -a qualification on NQF Level 6 or higher in any field.</p>	20	

- The service provider should submit the detailed CV of the team leader demonstrating experience in IT project management.

and

- The copy of the qualification(s)/certification/documentation of the team leader which should be at least NQF Level 6 in any field and
- Certification/documentation of the team leader in project management

Should the bidder fail to submit the copy of the NQF Level 6 qualification, the experience of the team leader will not be considered.

The CV should show a list of project/s worked on with the name of company where the service was rendered, the year, and a brief description/ summary of experience in any IT project management.

Name of company where the work was performed with contact details (email address and / or telephone number)	The year of service	A brief description/summary of the work done.

Should the team leader have worked on different projects at one company, each project should be stated.

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

Team leader must be an employee or director or owner of the bidder.

The bidder must clearly indicate the name of a person assigned to the role of a team leader and failure to do so will result in a bidder not scoring points for this criterion.

2.2 Experience and qualification of team member No1.

20

The service provider should provide a team member with

- ISO/IEC 27001 implementor/auditor experience and
- qualification which should be at least NQF Level 6 in any field.

- The service provider should submit the detailed CV of the team member demonstrating experience in ISO/IEC 27001 implementation or audit work.

And

- The copy of the qualification of the team member which should be at least NQF Level 6 in any field.

Should the bidder fail to submit the copy of the NQF Level 6 qualification, the experience of the team member will not be considered.

The CV should show a list of project/s completed on implementing and or auditing of ISO/IEC 27001 controls, with the name of company where the service was rendered, and a brief description of the work in implementing and/or auditor ISO/IEC 27001.

Name of company where the work was performed with contact details (email address and / or telephone number)	The year of service	A brief description/summary of the work done

Should the team member have worked on different projects at one company, each project should be stated.

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

The bidder must clearly indicate the name of a person assigned to the role of **implementor/auditor** and failure to do so will result in a bidder not scoring points for this criterion.

2.3 Experience and qualification of team member No2.

30

The service provider should provide should provide a team member with
 - experience in development of policies, plan and procedures for ISO/IEC 27001 controls and
 - qualification at NQF Level 6 or higher in any field.

The service provider should submit the detailed CV of the team member demonstrating experience in development of policies, plan and procedures for ISO/IEC 27001 controls.

And

- The copy of the qualification of the team member which should be at least NQF Level 6 in any field.

Should the bidder fail to submit the copy of the NQF Level 6 qualification, the experience of the team member will not be considered.

The CV should show a list of project/s worked on development of policies, plan and procedures for ISO/IEC 27001 controls, with the name of company where the work was done, and a brief description/ summary of the work done in development of policies, plan and procedures for ISO/IEC 27001 controls.

Name of company where the work was performed with contact details (email address and / or telephone number)	The year of service	A brief description/summary of the work done.

Should the team member have worked on different projects at one company, each project should be stated.

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

The bidder must clearly indicate the name of a person assigned to the role of development of policies, plan and procedures and failure to do so will result in a bidder not scoring points for this criterion.		
TOTAL WEIGHTING		100
MINIMUM WEIGHTING/PERCENTAGE THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION		75

TEAM TO BE ASSIGNED TO THIS WORK

ROLE	NAME	SURNAME
Team Leader		
Team member No 1 to fill implementor/auditor role		
Team member No 2 to fill development of policies, plan and procedures for ISO/IEC 27001 controls role		

The service provider should provide a minimum of three team members, and this means one person can fulfil /occupy one role.

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 **75 percentage or 75 weighting on** functionality/technical evaluation will not participate in the price/preference points evaluation.

14. PRICE AND PREFERENCE POINTS EVALUATION

The tender will be evaluated using the following:

80/20 PRICE/PREFERENCE POINT SYSTEMS

Points for Price	Preference Points Utilising BANKSETA Goals	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

P_s = Points scored for price of bid under consideration.

P_t = Price of bid under consideration.

P_{min} = Price of lowest acceptable bid.

15. PREFERENCE POINTS UTILISING BANKSETA GOALS

In terms of Gazette 2721, the BANKETA has allocated preference points to be awarded to tenderers who meet certain BANKSETA Goals as follows:

No	Specific Goals	80/20 Preference Point system
1.	Empowerment of black persons- Ownership by black persons – 51% threshold as explained below	7
2.	Empowerment of Women - Women Ownership- Threshold 33% as explained below	4
3.	Youth Empowerment Youth Ownership – 33% Threshold as explained below	3
4.	Empowerment of Persons with Disabilities - Ownership of People with Disabilities – 10% threshold for Ownership and/or 5% threshold for Employment of Persons with Disabilities as explained below	3

5.	Promotion of small and medium businesses, co-operatives, and non-governmental institutions in all areas- rural and urban areas – as explained below	3
	Total Points allocated towards specific goals	20

The Service provider should complete the preference point bidding form attached.

EXPLANATIONS

- 15.1 Black persons are as defined in Broad based black economic empowerment Act (B-BBEE) which currently means Africans, Coloureds and Indians and Chinese people:
(a) who are citizens of the Republic of South Africa by birth or decent; or
(b) who became citizens of the Republic of South Africa by naturalisation –
(i) before 27 April 1994.
(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
- 15.2 Black Person Ownership points will be awarded to a Tenderer who have 51% or more black ownership. The shareholding will determine the ownership.
- 15.3 Youth ownership points will be awarded to a Tenderer who have 33% or more youth ownership being persons 35 years and below, determined at the date of tender/ RFQ closing. Youth ownership will be determined based on the shareholding of the members who are defined as youth and are South African citizens.
- 15.4 Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability **AND/OR** to tenderers who employ 5% or more South African persons with disability on a permanent basis. Disability ownership will be determined by the shareholding of the enterprise owned by such a South African citizen person with disability **OR** by enterprises whose permanent staff complement consists of 10% or more South African citizen persons with disabilities. The disabilities need to be legally verifiable for points to be claimed.
- An entity may only claim once under this category regardless of if it qualifies under both South African citizen persons with disabilities ownership and employment of South African persons with disability.
- 15.5 Small and medium business includes all South African businesses, co-operatives and non-governmental organisations with annual turnover up to R10 million or alternatively, these entities are recently incorporated, have been operating for less than one year and are projected to have annual turnover of less than R10 million in the first year. The ownership of small and medium business, co-operatives or non-governmental organisations should be 100% South African citizens (or entities owned 100% by South Africa citizens).

15.6 An entity may claim points based on the same shareholding or persons in more than one category. For example, black female disabled shareholders under 35 who is a SA citizen may lead a business to claim points under Empowerment of women, youth empowerment and empowerment of persons with disabilities.

16.7 False Information from Bidders

Should the BANKSETA ascertain that any bidder has submitted any false information, the BANKSETA may disqualify the bidder/service provider, cancel any award without prejudice to any other remedies available to BANKSETA and report the service provider to National Treasury.

The bidder/service provider will be given an opportunity to give reasons why BANKSETA should not take actions detailed above where false information has been submitted.

15.7 The points scored by a bidder in respect of the PREFERENCE POINTS UTILISING BANKSETA GOALS contribution will be added to the points scored for price to arrive at the overall score. Points will be rounded off to the nearest 2 decimals. 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 PREFERENCE POINTS UTILISING BANKSETA GOALS contribution.

16 REVIEW PROCESS

16.1 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.

16.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.

16.3 All proposals will go through Bid Evaluation Committee (BEC) for evaluation on functionality.

16.4 The proposals from BEC will be tabled before the Bid Adjudication Committee (BAC).

17 REASONS FOR REJECTION

17.1 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.

17.2 BANKSETA shall reject a submission if the applicant has committed a proven corrupt or fraudulent act in competing for a particular contract.

18 TENDER CONDITIONS

18.1 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.

18.2 BANKSETA reserves the right not to award this tender or partially award the tender.

18.3 The cost of preparing the applications will not be reimbursed.

18.4 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.

18.5 BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.

18.6 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.

18.7 BANKSETA makes no representations, undertakings, or warranties whatsoever to any person in respect of the tender or any information contained in the tender.

18.8 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.

18.9 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.

18.10 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.

18.11 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.

18.12 All proposals will go through Evaluation Committee for evaluation on functionality.

18.13 The proposals from the tender evaluation committee will be tabled before the Bid Adjudication Committee (BAC).

18.14 The validity period of proposals is **150 days after closing**.

19 FRAUD ALERT

19.1 The BANKSETA does not charge for any documents or information or any matter in regard to any procurement or any BANKSETA work.

19.2 The BANKSETA is aware of fraudsters approaching potential bidders purporting to be able to influence tenders or RFQ for a fee.

19.3 Some of these fraudsters may also try to impersonate BANKSETA staff and may have details of your bids which they obtain from the legislated tender reporting.

19.4 Bidders are warned that they should NOT pay any person or entity in regard to BANKSETA procurement. This will be viewed as participating in corrupt and fraudulent practices.

19.5 No one is able to influence any tender or RFQ outcome.

19.6 Any approaches from any person or entity in this regard should be reported to the BANKSETA fraud hotline on 0800 204 661 or tip-offs.

19.7 Bidders are requested to give as much detail as possible in any reports so the BANKSETA can investigate the matter and take action against the perpetrators.

20 JOINT VENTURE

20.1 In the case of a Joint Venture, the following will be Applicable:

20.2 Each JV Member must have a valid Tax Clearance Certificate issued by SARS; or CSD report showing tax status.

20.3 Submission of a signed Joint Venture Agreement by the JV Partners and attached to this tender document; and

20.4 Submission of a Joint added BANKSETA Preference Points Claim Document

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA

BID NUMBER:	BS/2024/RFB489	CLOSING DATE:	CLOSING TIME: 11:00am
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR IMPLEMENTATION OF ISO/IEC 27001:2022 FOR INFORMATION SECURITY, CYBERSECURITY AND PRIVACY PROTECTION STANDARDS FOR A PERIOD OF TWO (2) YEARS.		
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:

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:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of			

authority to sign this bid, e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	BANKSETA	CONTACT PERSON	
CONTACT PERSON	Mr Jack Serite	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	jacks@bankseta.org.za		

**SBD4
 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 interest¹ 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.

Full Name	Identity Number	Name of institution	State

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

2.3.1 If so, furnish particulars:

3 DECLARATION

¹ 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.

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 consortium² 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 services 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 services 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 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

² 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.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF BANKSETA PREFERENCE POINTS CLAIM

This preference form must form part of all bids invited. It contains general information a **NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS,**

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) Preference points using BANKSETA's preference point system.

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

	POINTS
PRICE	80
PREFERENCE POINTS USING BANKSETA PREFERENCE POINTS SYSTEM	20
Total points for Price and Preference points must not exceed	100

1.5 Failure on the part of a bidder to complete and submit BANKSETA's preference points form together with the bid, will be interpreted to mean that preference points 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) **“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.
- (b) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (c) **“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.
- (d) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (e) **“prices”** includes all applicable taxes less all unconditional discounts.
 - 1)
- (f) **“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.
- (g) **“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:

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 price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. PREFERENCE POINTS CLAIMED THE BIDDER SHOULD COMPLETE THE ATTACHED BANKSETA PREFERENCE POINTS CLAIM DOCUMENT

5. SUB-CONTRACTING

5.1 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 sub~~total~~.....%.
- ii) The name of the sub contractor

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

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

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

6.6 COMPANY CLASSIFICATION

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

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

6.8 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 BANKSETA preference points system, 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 bidder has been claimed or obtained preference points 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

7. PREFERENCE POINTS UTILISING BANKSETA GOALS

In terms of Gazette 2721, the BANKETA has allocated preference points to be awarded to tenderers who meet certain BANKSETA Goals as follows:

No	Specific Goals	80/20 Preference Point system
1.	Empowerment of black persons- Ownership by black persons – 51% threshold as explained below	7
2.	Empowerment of Women - Women Ownership- Threshold 33% as explained below	4
3.	Youth Empowerment Youth Ownership – 33% Threshold as explained below	3
4.	Empowerment of Persons with Disabilities - Ownership of People with Disabilities – 10% threshold for Ownership and/or 5% threshold for Employment of Persons with Disabilities as explained below	3
5.	Promotion of small and medium businesses, co-operatives, and non-governmental institutions in all areas- rural and urban areas – as explained below	3
	Total Points allocated towards specific goals	20

The Service provider should complete the preference point bidding form below.

BANKSETA PREFERENCE POINTS CLAIM DOCUMENT

1.1 The service provider is requested to complete the form below accurately and fully to show the areas where it wishes to claim preference points. It is the service providers responsibility to ensure that the form is accurately and fully completed.

1.2 For shortlisted service providers, BANKSETA may request additional information and evidence to support the preference points claimed.

1.3 An entity may claim points based on the same shareholding or persons in more than one category. For example, black female disabled shareholders under 35 who is a SA

citizen may lead a business to claim points under Empowerment of women, youth empowerment and empowerment of persons with disabilities.

The BANKSETA will allocate preference points as follows as shown above under clause 7

**1.4 Empowerment of black persons- 51% or More Ownership by black persons
Black Person Ownership**

1.4.1 Black persons are as defined in Broad based black economic empowerment Act (B-BBEE) which currently means Africans, Coloureds, and Indians and Chinese:

- (a) who are citizens of the Republic of South Africa by birth or decent; or
- (b) who became citizens of the Republic of South Africa by naturalisation –
 - (i) before 27 April 1994.
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

Preference Point	Service Provider to INDICATE YES OR NO	No of Points per BANKSETA Preference point System	For BANKSETA USE Only Points Claimed
Does the service provider wish to claim points under black ownership where 51% or more ownerships is by black people		7	

IF YES please provide the following details

DETAILS OF BLACK OWNERS				
	Full Name of Black Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				

4				
5				
6				
7				
8				
9				
10				
	TOTAL Black Ownership			

The service provider should include information and evidence to support the e preference points claimed being IDs, CSD report, naturalisation records for owners not South African by birth.

1.5 Preference Points Claimed for Empowerment of Women – Through Women Ownership of the Entity- Threshold 33%

Women ownership points will be awarded to a Tenderer who have 33% or more women ownership, of the company or enterprise. The woman must be South African citizens.

Preference Point	Service Provider to Indicate YES OR NO	No of Points per BANKSETA Preference point System	For BANKSETA USE Only Points Claimed
Does the service provider wish to claim points under women ownership where 33% or more ownerships is by women who are South African citizens		4	

IF YES please provide the following details

DETAILS OF WOMEN OWNERS WHO ARE SOUTH AFRICAN CITIZENS				
	Full Name of Black Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				
4				
5				
6				
	TOTAL WOMEN OWNERSHIP			

The service provider should include information and evidence to support the information shown for the preference points claimed being IDs copies, naturalisation records for owners not South African by birth and CSD report.

1.6 Preference Points Claimed for Empowerment of Youth Through Youth Ownership of the Service Provider /Enterprise– 33% Threshold

1.7.1 Youth ownership points will be awarded to a Tenderer who have 33% or more youth ownership being persons 35 years and below, determined at the date of tender/ RFQ closing. Youth ownership will be determined based on the shareholding of the members who are defined as youth and are South African citizens, .

Preference Point	Service Provider to Indicate YES OR NO	No of Points per BANKSETA Preference point System	For BANKSETA USE Only Points Claimed
Does the service provider wish to claim points under Youth Ownership – 33% Threshold. The youth should be South African citizens		3	

IF YES please provide the following details

DETAILS OF YOUTH OWNERS WHO ARE SOUTH AFRICAN CITIZENS

	Full Name of Black Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				
4				
5				
6				
	TOTAL YOUTH OWNERSHIP			

The service provider should include information and evidence to support the information shown for the preference points claimed being IDs copies, naturalisation records for owners not South African by birth and CSD report.

1.8 Preference Points Claimed for Empowerment of Persons with Disabilities - Ownership or Employment of People with Disabilities – 10% threshold for Ownership and/OR 5% threshold for Employment of Persons with Disabilities of Youth Empowerment

1.8.1 Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability.

AND/OR

to tenderers who employ 5% or more South African persons with disability on a permanent basis.

Disability ownership will be determined by the shareholding of the enterprise owned by such a South African citizen person with disability.

OR

by enterprises whose permanent staff complement consists of 10% or more South African citizen persons with disabilities. Any disabilities need to be legally verifiable for points to be claimed.

Kindly note that full points are awarded for either ownership of persons with disabilities or employment of persons with disabilities.

Preference Point	Service Provider to Indicate YES OR NO	No of Points per BANKSETA Preference point System	For BANKSETA USE Only Points Claimed
Does the service provider wish to claim points under Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability. AND/OR to tenderers who employ 5% or more South African persons with disability on a permanent basis.		3	

IF YES please provide the following details

DETAILS OF OWNERS WHO HAVE DISABILITIES AND ARE SOUTH AFRICAN CITIZENS				
	Full Name of Persons with Disabilities Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				
4				
5				
6				
	TOTAL PERSON WITH DISABILITIES OWNERSHIP			

AND/OR

Total Number of Permanent Employees	Number of Permanent Employees with Disabilities	% Of Employees with Disabilities

. The service provider should include information and evidence to support the information shown for the preference points claimed being IDs copies, naturalisation records for owners not South African by birth and CSD report, employee list highlighting those with disabilities and a certification/report of the disability/ies.

1.9 Preference Points Claimed for Empowerment Small and Medium Enterprises Including Co-operatives and Non-Governmental Organisations in All Areas – Rural and Urban

1.9.1 Small and medium business includes all South African businesses, co-operatives, and non-governmental organisations with annual turnover up to R10 million or alternatively, these entities are recently incorporated, have been operating for less than one year and are projected to have annual turnover of less than R10 million in the first year. The ownership of small and medium business, co-operatives or non-governmental organisations should be 100% South African citizens (or entities owned 100% by South Africa citizens).

Preference Point	Service Provider to Indicate YES OR NO	No of Points per BANKSETA Preference point System	For BANKSETA USE Only Points Claimed
Does the service provider wish to claim points under small and medium business includes all South African businesses, co-operatives, and non-governmental organisations with annual turnover up to R10 million or alternatively, these entities are recently incorporated, have been operating for less than one year and are projected to have annual turnover of less than R10 million in the first year. The ownership of small and medium business, co-operatives or non-governmental organisations should be 100% South African citizens (or entities owned 100% by South Africa citizens).		3	

IF YES please provide the following details

DETAILS OF THE BUSINESS				
Dated Business Incorporated	Financial Year Ending	Turnover in Prior Financial Year of the Enterprise	Budgeted Turnover This Current Financial Year	Turnover to Date in Current Financial Year

--	--	--	--	--

The service provider should include information and evidence to support the information shown for the preference points claimed being IDs copies, naturalisation records for owners not South African by birth and CSD report, employee list highlighting those with disabilities and a certification/report of the disability/ies.

1.10 False Information from Bidders

Should the BANKSETA ascertain that any bidder has submitted any false information, the BANKSETA may disqualify the bidder/service provider, cancel any award without prejudice to any other remedies available to BANKSETA and report the service provider to National Treasury.

The bidder/service provider will be given an opportunity to give reasons why BANKSETA should not take actions detailed above where false information has been submitted.

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH.

BIDDER TO COMPLETE AND SIGN ON THE LAST PAGE

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

	SPECIAL CONDITIONS	CONFIRMATION		
		Yes	No	If no, indicate deviation
1	GENERAL			
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 is 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</p>			

	will assume that the respondents are not in compliance or agreement with the statement(s) as specified in this request for quotation.			
2	THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT			
		Yes	No	If no, indicate deviation
2.1	Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.			
3	GENERAL CONDITIONS OF CONTRACT			
		Yes	No	If no, indicate deviation
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.			
4	ADDITIONAL INFORMATION REQUIREMENTS			
		Yes	No	If no, indicate deviation
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.			
5	VENDOR INFORMATION	Yes	No	If no, indicate deviation
5.1	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.			

6	CONFIDENTIALITY			
		Yes	No	If no, indicate deviation
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.			
7	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)			
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.			
8	NON-COMPLIANCE WITH DELIVERY TERMS			
		Yes	No	If no, indicate deviation

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.			
-----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

9 WARRANTS and PAYMENTS		Yes	No	If no, indicate deviation
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.			
10	PARTIES NOT AFFECTED BY WAIVER OR BREACHES			
		Yes	No	If no, indicate deviation
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.			
11	RETENTION			
		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			
12	Dispute Resolution			
		Yes	No	If no, indicate deviation

				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			
13	FORMAT OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT			
		Yes	No	If no, indicate deviation

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:			
	Respondents must complete and return Special Conditions of Contract.			

<p>_____</p> <p>NAME OF BIDDER</p> <p>_____</p> <p>_____</p> <p>SIGNATURE</p>	<p>DATE</p>
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