



## REQUEST FOR QUOTATION

<b>RFQ No.:</b>	<b>Contact Person:</b>
BS/2025/RFQ1703	Eva Ratema
<b>RFQ Issue Date:</b>	<b>Contact Details:</b>
Request for quotation – 13 June 2025	011-805-9661
Closing Date: 23 June 2025 at 16:00:59	evat@bankseta.org.za
<b>Description of services/products required:</b>	
<b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PROFESSIONAL INDEMNITY INSURANCE COVER AND DIRECTORS &amp; OFFICERS LIABILITY INSURANCE COVER FOR THE ENTITY'S DIRECTORS AND EMPLOYEES FOR 3 YEARS</b>	

### Part A: Request for Quotation Documentation

- ✓ Cover Letter;
- ✓ Terms of Reference / Specifications;

### Part B: Returnable Documents and Schedules:

- ✓ **Returnable Documents which must accompany the quotation**
  - BANKSETA will check the tax status of the service provider on the CSD report
  - CSD Master Registration report.
- ✓ **Returnable Forms which must accompany the quotation**  
**The forms must be fully completed, signed and dated appropriately (see annexure)**
  - SBD 4: Declaration of Interest.
  - SBD 6.1 Preferential Point

### PLEASE NOTE:

- ✓ Supplier must be registered on the National Treasury Central Supplier database;
- ✓ The quotation must be on the supplier's letterhead;
- ✓ Quotations must be in accordance with the specifications, unless otherwise stipulated;
- ✓ Where applicable, the official pricing structure must be used. Should the allocated pricing page / information be insufficient, you may include an additional copy of the price page;
- ✓ Suppliers must complete all the Returnable Schedules and also submit all the Returnable Documents.
- ✓ The quotation must be valid for 90 days.

### Fraud Alert:

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

Bidders should not pay any person or company in regard to any tender or RFQ or procurement transaction. The BANKSETA is aware of fraudsters approaching potential bidders purporting to be able to influence tenders or RFQ for a fee.

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.

Bidders are warned that they should NOT pay any person or entity in regard to BANKSETA procurement.

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

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

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.

Enquiries with regard to specifications may be directed to:

Name: **Eva Tabane**  
 Email : [evat@bankseta.org.za](mailto:evat@bankseta.org.za)

Telephone No: 011 805 9661

TENDER CLOSING		
CLOSING DATE	CLOSING TIME	MODE OF SUBMISSION
23 June 2025	16:00:59	<b><u>ELECTRONIC PDF SENT TO:</u></b> <u><a href="mailto:EVAT@BANKSETA.ORG.ZA">EVAT@BANKSETA.ORG.ZA</a></u> <b><u>COPY</u></b> <u><a href="mailto:SCM@BANKSETA.ORG.ZA">SCM@BANKSETA.ORG.ZA</a></u>

## 1. BACKGROUND

The BANKSETA is a Schedule 3A statutory body established through the Skills Development Act of 1998 to provide training, education, and skills development to the banking and microfinance industry. As guided by its mandate the BANKSETA is an agent of transformation and seeks to promote employment equity and broad based BEE through skills development. The BANKSETA reports via the Department of Higher Education and Training (DHET) and is one of 21 SETAs. As a public entity, the BANKSETA complies with the PFMA, National Treasury prescripts and general public sector legislation.

More information on the BANKSETA and its Annual Report for the past year may be viewed on [www.bankseta.org.za](http://www.bankseta.org.za). The Annual Report shows details of BANKSETA's operations, finances, governance structures including its board and its human capital.

## 2. BACKGROUND TO THE ENTITY

- 2.1 All entities are categorized into sectors by the South African Revenue Authority based on their main line of business. All entities above a legislated limit pay 1% skills development levy on their payroll. The BANKSETA receives skills development levies from its banking and microfinance companies. The levy is collected by SARS and channelled to the BANKSETA.
- 2.2 The BANKSETA other income is mainly investment income from investment of its own funds in short term fixed deposit at the country's top banks.
- 2.3 The BANKSETA utilizes its skills development levies and investment income to:

- 2.3.1 fund training through bursaries, learnerships, skills programs and work placed related learning programs to persons employed in the banking and micro-finance sector and employed persons. The funding is done via grants. There is a set application process for these funds and it is open to banking sector stakeholders.
  - 2.3.2 to fund a mandatory grant that is paid to banking sector companies who meet a set criterion,
  - 2.3.3 to fund BANKSETA's own administrative costs which also include quality assurance of training. The BANKSETA does not charge for this quality assurance.
  - 2.4 The BANKSETA does not have any clients outside its stakeholders who are institutions under banking and micro finance sector and relevant training providers and institutions.
  - 2.5 The BANKSETA is not a financial institution and does not engage in any banking activities or manage third party funds. It does not have any insurance activities. It does not offer advice or services to any clients other than quality assurance of training and skills development activities for which it does not charge any fees. The BANKSETA does not charge any fees or commission or receive fees or income from other parties.
- 2.6 Capital
- 2.6.1 The BANKSETA has no capital structure as it is a statutory body. It has no shares issued or authorized. The BANKSETA falls under the Department of Higher Education and Training.
  - 2.6.2 The BANKSETA does not take out any loans from any institution. The BANKSETA does not loan out any money to any institution. It does not have any hedging transactions.
  - 2.6.3 The BANKSETA operates from one main office in Centurion and has three regional offices in East London, Polokwane and Bloemfontein, with several other satellite offices.

## 2.7 Corporate Governance

- 2.7.1 The BANKSETA has a Board called the Accounting Authority comprising of non-executive directors/members from the industry. There are several sub committees including an Audit and Risk Committee with oversight of the effectiveness of internal control systems in the entity as well as of internal and external audit.

## 2.8 Audit and Risk

- 2.8.1 The BANKSETA is audited by the Auditor General of South Africa as it is a public entity. It has received unqualified/clean audit reports since its inception in 2001, except in the 2022-2023 year for which the BANKSETA received a qualified audit opinion.
- 2.8.2 The BANKSETA also has an Internal Audit Division which conducts risk-based audits. The main risks cover compliance with legislation governing operations of public entities. Internal Audit reports are reviewed by the Audit and Risk Committee.
- 2.8.3 The BANKSETA has policies and written procedures covering its business processes. It has strong internal controls and control environment and subscribes to control best practices including segregation of duties, oversight and reviews.

## 2.9 Computer packages

- 2.9.1 The BANKSETA has a computerized accounting, ERP, SCM, HR as well as Management information system. These systems are provided and hosted by service providers. Suitable access, physical, review and supervision as well as segregation controls are enforced.
- 2.9.2 The BANKSETA has an email system, shared drive and intranet which contains performance information which is critical to the audit.

## 3. SCOPE OF WORK

The appointed service provider will be required to:

- 3.1** The BANKSETA seeks to appoint a service provider to provide insurance professional services to cover potential losses arising from computer/cybercrime, loss of data, employee and third party actions in regard to banking and investments, employee and third party losses in the ordinary course of business, upon any grant applications, supply chain transactions, or any transactions within the SETA business, and any losses where documents bear a forged signature; or fraudulent alteration; are counterfeit; or are lost or stolen.

**3.2 Professional indemnity (insurance cover) and directors & officer's liability insurance cover for the entity's directors and employees.**

The purpose of this is to cover the BANKSETA against:

- 3.2.1 Loss resulting from a claim against a director or manager or employee of the BANKSETA for any wrongful act, negligence, error, omission in their capacity as a director/employee of the BANKSETA
- 3.2.2 Loss due to employee dishonesty, fraudulent act, negligence, transfer of funds as a result of fraud, destruction of electronic data, cybercrime, loss of property due to theft by employees and professional indemnity.

**3.3 THE INSURANCE COVER MUST INCLUDE BUT NOT LIMITED TO THE:**

- 3.3.1 Limitation of Liability: R50,000 000.00 (Fifty Million Rand), including the annual aggregate Blanket Bond, Computer Crime and Professional Indemnity combined;
- 3.3.2 Deductible. Excess: R250,000.00 or alternative for each and every loss;

**3.4 INSURANCE CLAUSES TO COVER:**

- 3.4.1 Dishonest or fraudulent acts of any employee or director, committed with the intention to cause BANKSETA to sustain a loss, or to make an improper personal financial gain.
- 3.4.2 Loss of data through theft or cybercrime; mysterious unexplainable disappearance of data, including being damaged, destroyed or misplaced.
- 3.4.3 Forged signature or fraudulent alteration of cheques or instructions, investment, bills of exchange, banker's drafts, banker's acceptances or certificates of deposit issued by BANKSETA.
- 3.4.4 Where BANKSETA has acted in good faith, and in the ordinary course of business, upon any grant applications, supply chain transaction, and the like which bear a forged signature; or fraudulent alteration; are counterfeit; or are lost or stolen.
- 3.4.5 Loss through acceptance of any counterfeit currency, documents proving transfer of funds electronically and coins. Loss through damage to premises and contents caused by theft, or attempt thereat, or by vandalism or malicious mischief.
- 3.4.6 Loss sustained through transfers, payments or delivery of funds as the direct result of the fraudulent preparation or modification of electronic instruction; fraudulent banking details, fraudulent input of electronic data into the computer system or electronic funds transfer system or customer communication system, by a person who intended to obtain financial gain.

- 3.4.7 Malicious destruction of electronic data stored in the computer system.
- 3.4.8 Professional Indemnity to provides indemnity in respect of BANKSETA's legal liability to third parties for claims that may arise from a breach of professional duty by way of any negligent act, error or omission, and must be first made during the policy period.

### **3.5 EXCLUSIONS**

Loss prior to 01 February 2001;

- 3.5.1 Riot and strike;
- 3.5.2 War and terrorism & Nuclear;
- 3.5.3 Asbestos;
- 3.5.4 Employee benefit schemes or trusts;
- 3.5.5 Fraudulent acts of any director except where such director is an Employee;
- 3.5.6 Non-payment or default upon any loan;
- 3.5.7 Loss of potential income;
- 3.5.8 Indirect or consequential loss;
- 3.5.9 Wear and tear and gradual deterioration;
- 3.5.10 Liability assumed by agreement unless such liability would have attached in the absence of such agreement;
- 3.5.11 Fire & pollution;
- 3.5.12 Mechanical breakdown;
- 3.5.13 Liability arising from bodily injury and property damage;
- 3.5.14 Non-payment of any loan;
- 3.5.15 Insolvency;
- 3.5.16 Fines, penalties;
- 3.5.17 Any liability for which BANKSETA has agreed to hold harmless any third party;
- 3.5.18 Any claim made by the government;
- 3.5.19 Any suit brought by any shareholders/stakeholders of BANKSETA including the Department of Higher Education;
- 3.5.20 Depreciation in value of any investments;
- 3.5.21 Nationalisation;
- 3.5.22 Loss of value of any leased product as a result of fluctuation in value of such product;
- 3.5.23 Reimbursement of fees, commissions or other charges paid to BANKSETA;
- 3.5.24 Failure to provide insurance;
- 3.5.25 Payment of any levy, tax, impost or duty;

- 3.5.26 Any claim in connection with any merger or acquisition, or in connection with transactions concerning shares in the capital of BANKSETA;
- 3.5.27 Advice given in connection with hedging transaction;
- 3.5.28 Financial disadvantage to any customers;
- 3.5.29 Loss arising out of any act of Money Laundering;

**3.6 DIRECTORS AND OFFICERS LIABILITY INSURANCE TO INCLUDE BUT NOT LIMITED TO:**

- 3.6.1 R 20 000,000 in the annual aggregate;
- 3.6.2 Indicate name of the Insurer/ Underwriter(s) and broker commission percentage included in the monthly/annual premium.

**3.7 INSURANCE TO COVER THE FOLLOWING:**

- 3.7.1 Directors and Officers Liability - Insurer to pay for the loss of each director or employee resulting from a claim against a director or employee for any wrongful act in the Director's or employee's capacity as a director/employee of the BANKSETA. Coverage applies where BANKSETA does not indemnify the director/employee.
- 3.7.2 Corporate Reimbursement. Insurer to pay for the loss of BANKSETA resulting from a claim against a director/employee for any wrongful act in the director's/employee's capacity as a director/employee of BANKSETA. This applies where BANKSETA is legally permitted to indemnify its Directors and Officers.

**3.8 EXCLUSION**

- 3.8.1 Personal profit not legally entitled to;
- 3.8.2 Dishonest or fraudulent acts;
- 3.8.3 Litigation against any director, occurring prior to, or pending as of April 2004
- 3.8.4 Incidents which were reported under any previous insurance policy;
- 3.8.5 any claims brought by BANKSETA, or by any director or officer of BANKSETA in the Foreign countries ;
- 3.8.6 in a capacity as trustee or administrator of any pension, profit sharing or employee benefits programme;
- 3.8.7 related to a director or officer in their capacity as a director or officer of any entity other than BANKSETA;
- 3.8.8 bodily injury or property damage;
- 3.8.9 where legal action or litigation is brought in a court of law constituted in the foreign countries;

- 3.8.10 the performance or failure to perform professional services for others;
- 3.8.11 Fines, penalties, taxes or matters uninsurable pursuant to applicable law;
- 3.8.12 If BANKSETA consolidates with, or merges into, or sells all or substantially all of its assets to any other entity, or any other entity acquires more than 50% of the shares, then cover will apply only to wrongful act(s) committed prior to the effective date of the transaction;
- 3.8.13 the private placement or public offering of any Securities of BANKSETA;
- 3.8.14 Wrongful Acts occurring prior to 01 April 2005.

#### **4. CLAIM HISTORY**

- 2.9 The BANKSETA has had such insurance cover for over 10 years but has never experienced any losses covered under such a policy and therefore has never made a claim.

#### **5. PRICING**

***N.B: The Pricing Schedule must be completed as per the attached annexure A.***

***Failure to comply with requirements will lead to disqualification of the bidder.***

- 5.1 The attached pricing sheets (Appendix A) should be completed in full. **The BANKSETA will not entertain pricing adjustments after the signing of the contract,** and it is therefore important that all pricing elements are disclosed.
- 5.2 The attached pricing sheets (Appendix A) should be completed in full.
- 5.3 The pricing sheet should show VAT separately.
- 5.4 The Bidders are therefore required to indicate a total bidding price by completing the pricing schedule provided in full.
- 5.5 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 5.6 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.

#### **6 DURATION OF INSURANCE COVER**

This contract will be for the period of three (3) years.

## **7 COMPETENCY AND EXPERTISE REQUIREMENTS**

### **EVALUATION CRITERIA FROM 7.1 – 7.3**

The following deliverables are expected from the service provider:

The evaluation criteria in this paragraph 7 will be used to evaluate the responses received.

Service providers should ensure that sufficient information and evidence is submitted to cover each criteria.

Service providers may be immediately disqualified if any criteria are not adequately responded to.

### **7.1 COMPANY EXPERIENCE**

7.1.1 The bidder should should have a minimum of three (3) years' experience in providing Public Liability / Professional Indemnity Insurance Cover and Directors; and Officers Liability Insurance Cover / Risk Management Insurance. Bidder is requested to submit a business profile demonstrating this requirement.

7.1.2 The bidder must demonstrate its experience in a form of submitting at least minimum of two (02) reference letters from clients for whom Public Liability / Professional Indemnity Insurance Cover; and Directors and Officers Liability Insurance Cover / Risk Management Insurance was provided.

#### **The reference letters should:**

- Be on the client's company's letterhead;
- Be dated and signed;
- Contain the clients contact name, contact number and/or email address; and
- signed reference letters on a client's letterhead relating to previously/ current successfully implemented contracts/work of public liability insurance.

7.1.3 The bidder must be registered as a member of Financial Intermediaries Association of South Africa(FIA): The bidder is required to submit valid proof.

### **7.2 Project Team (At least two persons should be assist with the BANKSETA's account)**

7.2.1 The proposed team accounts manager should have minimum of 2 years relevant experience in handling directors' liability insurance

7.2.2 The proposed administrator should have minimum of 2 years relevant experience in handling directors' liability insurance administration.

### **7.3 Project plan/ Gantt chart**

The bidder should submit a Project plan/ Gantt chart that represent procedure detailing the claims process and the turnaround time for handling of claim/s;

## 8. PRICE AND BBBEE

The preferential procurement point system applicable for this process is 80/20, as approved by the BANKSETA Board.

The RFQ will be evaluated based on the 80/20 principle being:  
80 Points for price and 20 points for BBBEE

The BBBEE Certificate or a Sworn Affidavit for the exempted bidders to be attached.

Price	BBBEE	Total Points
80	20	100

Pricing will be evaluated 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.

## 9. COMPLIANCE STATUS

- a. The BANKSETA before making an award, shall check on the Central Supplier Database CSD whether;
  - a) the bidder's tax status is compliant and
  - b) 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/ its directors are not employees of the state and have no conflict of interest in the BANKSETA, or have written authority to do work with the state as per the legislation.
- b. The BANKSETA will not award to service providers who do not comply with the above.

## 10. RFQ CONDITIONS

- a. BANKSETA reserves the right to withdraw or amend terms of reference by notice in writing by advertising in the media in which the RFQ was originally advertised prior to the closing date.

- b. BANKSETA reserves the right not to award this RFQ and the right to reduce the quantities awarded.
- c. BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.
- d. 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 RFQ or as a result of the RFQ process contemplated in this RFQ document.
- e. BANKSETA makes no representations, undertakings or warranties whatsoever to any person in respect of the RFQ or any information contained in the RFQ.
- f. This RFQ is confidential and proprietary to BANKSETA and may not be used, reused, copied or distributed for any purpose, other than in relation to the RFQ process, without BANKSETA's prior written consent.
- g. 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.

## **11. REVIEW PROCESS**

- a. 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.
- b. All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- c. The validity period of proposals is **90 days** after closing.

## **12. REASONS FOR REJECTION**

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

## **Annexure – Documents to be completed and be submitted with quotation**



## **BANKSETA 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:

### **TRANSACTION AMOUNTS UP TO R1 MILLION**

	<b>Specific Goals</b>	<b>80/20 Preference Point system</b>
1.	Empowerment of black persons- Ownership by black persons – 51% threshold as explained below	10
2.	Empowerment of Women - Women Ownership - Threshold 33% as explained below	4
3.	Youth Empowerment Youth Ownership – 33% Threshold as explained below	3
4.	Promotion of small and medium businesses, co-operatives and non-governmental institutions in all areas- rural and urban areas – as explained below	3
	<b>Total Points allocated towards specific goals</b>	<b>20</b>

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

**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.

Full Name	Identity Number	Name of State institution

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:  
 .....  
 .....

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<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 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**

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

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<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.



**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,**

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**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:

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

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 bidder 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"/>
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7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted  
.....%.....
- 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 .....

.....

## **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:

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

### **1.4 Empowerment of black persons- 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		<b>10</b>	

**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
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				
<b>7</b>				
<b>8</b>				
<b>9</b>				
<b>10</b>				
	<b>TOTAL Black Ownership</b>			

The service provider should include information and evidence to support the e preference points claimed being copy 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

1.6.1 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.

### 1.9 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).		<b>3</b>	

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.