



**REQUEST FOR BID
PROFESSIONAL SERVICES**

BID NUMBER: BS/2023/RFB502

ADVERT DATE Monday 11 December 2023

CLOSE Date: Tuesday 30 January 2024

Time: 11h00

DESCRIPTION: **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENTS MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF TWO (02) YEARS**

ONLINE NON-COMPULSORY BRIEFING Thursday 11 January 2024 11h00

Email for Briefing link to be sent evat@bankseta.org.za and 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

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

Skills development has been identified as a key requirement for economic growth in South Africa, as a result, the Skills Development Act provides a framework for the development of skills in the workplace. Amongst other things, the Act makes provision for skills development by means of a levy-grant scheme, and the establishment of 21 sector-specific Sector Education and Training Authorities – or SETAs – to administer the scheme’s funds and manage the skills development process. Each separate economic sector has one SETA, and BANKSETA is the Banking Sector Education and Training Authority.

For further details on the BANKSETA, visit www.bankseta.org.za and refer to the 2022/23 annual report under Media Centre/publications.

2. PURPOSE AND OBJECTIVES OF THE PROJECT

The BANKSETA is seeking to appoint a panel of events management service providers for a period of two (02) years to provide comprehensive event management services nationally.

The event management service provider is required to provide full project management competency including booking of venues on all events ranging from pre-event, on-site and post-event management with clearly identified timelines, roles and responsibilities and important milestones.

The service providers in consultation with the BANKSETA will oversee the flawless planning and implementation of all BANKSETA planned and ad hoc events for the duration of the contract.

For each piece of work requested by BANKSETA all panel members will be requested to quote through a competitive request for quotation (RFQ) process. The award for the particular work will be to the highest scoring quote/bid.

3. SCOPE OF WORK

The service providers will be required to provide the following services including but not limited to:

- 3.1 Provide events coordination and management services on events.
- 3.2 Sourcing, hiring and booking of appropriate venues, audio visual equipment, catering for various dietary requirements, photography, videography and hybrid (online and face-to-face) platforms.
- 3.3 End to end solution that should include but is not limited to event design, audience generation, online registration, venue management, speaker and vendor liaison and management, staging and production, budget management and reconciliation.
- 3.4 Submit three comprehensive quotations including all requirements within legislated cost containment framework. Cancellation or postponement policy to be included in all quotations.
- 3.5 Manage all technical aspects, design, sound, lighting, staging, recording event, managing supplier contracts, managing supplier payments, managing supplier delivery.
- 3.6 Apply the BANKSETA Corporate Identity manual and brand management at all events.
- 3.7 Plan, manage responses (RSVP), coordinate security protocol and emergency service, logistics of events and adhere to the events brief.
- 3.8 Attend on-site and assist with the setup of marketing and branding material supplied by BANKSETA as and when required.
- 3.9 Design and distribute invitations as per the events brief.
- 3.10 Negotiate the best price on behalf of the BANKSETA.
- 3.11 Match the appropriate target resource to the event and ensuring that the event brief is approved and signed off by BANKSETA before proceeding.
- 3.12 Conceptualising and presentation of the event options according to the brief.
- 3.13 Attendance registers to be submitted to BANKSETA after the event.

4. BANKSETA EVENTS QUANTUM.

The following figures provide an estimate on the number of delegates that attended physically at previous BANKSETA's events:

Event	Estimated Number of Sessions per year	Number of Delegate
Annual General Meeting	1	100
Stakeholder Engagement	8	100
Information Sessions	4	40
Board Capacity Building Workshops	2	25
Strategic Planning Sessions	1	40
Graduation Ceremonies	6	50
Career Exhibitions/National Imbizo	1	100
Event Launches e.g., IEDP, Last Mile Projects etc	6	50
Ad hoc events	5	10

Note: The above table provides estimates and is provided for illustration purposes only, to assist bidders in preparing their proposals.

5. SERVICE DEFINITION

5.1 Planning

5.1.1 BANKSETA will provide project brief (terms of reference) for each event.

5.1.2 The service providers will be expected to adhere to timelines pertaining to the submission of quotations as requested by BANKSETA.

5.1.3 Expected not to alter any content relating to the service requirements as provided in the Request For quotation.

5.1.4 BANKSETA will provide a Purchase Order number to the respective service provider prior to commencement of any work (all resources to be booked or secured on the issuing of purchase order).

5.1.5 The service provider will be expected to provide project plans once appointed to render specific services.

5.1.6 An event preparation will need to be finalised within 5 working days prior to event date.

5.2 **Site visit**

5.2.1 The service providers shall arrange a site visit after the venue has been chosen.

5.2.2 Dry run might be requested before the event.

5.3 **Reporting**

5.3.1 Writing of event exit reports at the end of each event organised. E.g., using the BANKSETA template that would be provided to the service providers.

5.3.2 Service provider is expected to maintain a register of attendees on the day of the events.

5.4 **Quality Control**

The service provider shall:

5.4.1 Always adhere to the BANKSETA's Corporate Identity standards and maintain the brand identity in a consistent and creative manner.

5.4.2 Ensure consistency on all events, providing attention to detail.

5.4.3 Manage event project plans, liaison and quality control with the respective venues.

5.4.4 Manage supplier relationships and ensure that delivery deadlines are adhered to.

5.4.5 Allocate human resource/s at all events.

5.4.6 Follow up on any outstanding requirements or issues affecting the scheduled completion dates.

5.4.7 Ensure compliance with Health and Safety and Labour legislative and regulatory prescripts.

5.4.8 Notify BANKSETA timeously regarding any crisis and provide contingency plan to ensure continuity.

5.4.9 Recommended venues must have backup measures (electricity, water supply, etc)

5.4.10 The BANKSETA shall:

5.4.10.1 Make available the BANKSETA Corporate Identity (CI) Manual to the service provider and BANKSETA logo in JPEG/vector form.

5.4.10.2 Provide direction/guidance on projects.

5.4.10.3 Conduct site inspection as and when required.

6 COMPETENCY AND EXPERTISE REQUIREMENTS

The appointed service providers should meet the following requirements:

6.1 The appointed service providers should have event management industry experience. Reference letters must be provided indicating past work performed in events management.

The reference letters should:

- Be on the client’s letterhead,
- Be signed and dated.
- Indicate the year the work was done (please note that the work should have been done within ten (10) years from the tender closing date.)
- The reference letters provided should form part of the of the portfolio of evidence requested in paragraph 6.2.

6.2 Service Providers should demonstrate proven experience by submitting list of at least five (05) events managed within the public sector or for public sector clients with a minimum of 30 delegates. The information in the table below should be included:

Name of Institution	Description of service rendered	Number of Delegates	Year of service	Contact Person and Position	Contact details (email, telephone)

6.3 The service Provider should a dedicated Project Manager with experience in events management, with a NQF level 6 qualification or higher in any field. (The CV and copy of qualification/s of Project Manager should be submitted).

7 DURATION OF THE CONTRACT

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

8 PRICING MODEL

BANKSETA requires bidders to propose a pricing model, being the project management fee model.

8.1 Project Management Fees

Pricing Schedule

- 8.1.1 The project management fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers. The fee must include regulatory checks and compliance.

8.2 Cost containment Measures Legislated by National Treasury

- 8.2.1 It is important for bidders to note the following which should be complied with in sourcing venues and services from third parties: National Treasury Instruction No: 3 of 2017/2018, section 5 Cost containment measures related to the hosting of events and/or conferences.

9 PRICING STRUCTURE

N.B: The Pricing Schedule must be completed as per the attached annexure A. Failure to comply with requirements may lead to disqualification of the bidder as it will be impractical to compare across all submissions.

- 9.1 The quoted prices for the project management fees will remain fixed for the years indicated for the duration of the contract.
- 9.2 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.
- 9.3 The pricing sheet should show VAT separately.
- 9.4 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 9.5 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.
- 9.6 For each piece of work requested by BANKSETA all panel members will be requested to quote for the full work including any venues, catering and third-party services, through a competitive request for quotation (RFQ) process. The award for the particular work will be to the highest scoring quote/bid. Kindly note that the project management fee included in the RFQ quote should be as per the bids submitted under this tender.

10 SUBMISSION REQUIREMENTS

- 10.1 All submissions should be delivered in individual envelopes as per clause 10.4.
- 10.2 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA.

10.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.

10.4 Documents 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 on a memory stick.

10.4.1 An Envelope 1 – Original

10.4.2 B Envelope 2 – Hard Copy of the original document and 1 Soft copy (USB)

10.4.3 C Envelope 3 – **Pricing and SBD1** – (invitation to bid) together with the BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.

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

Description of the Submission: **BS/2023/RFB502 APPOINTMENT OF A PANEL OF THREE (03) EVENTS MANAGEMENT SERVICE PROVIDERS TO PROVIDE EVENTS MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF TWO (02) YEARS**

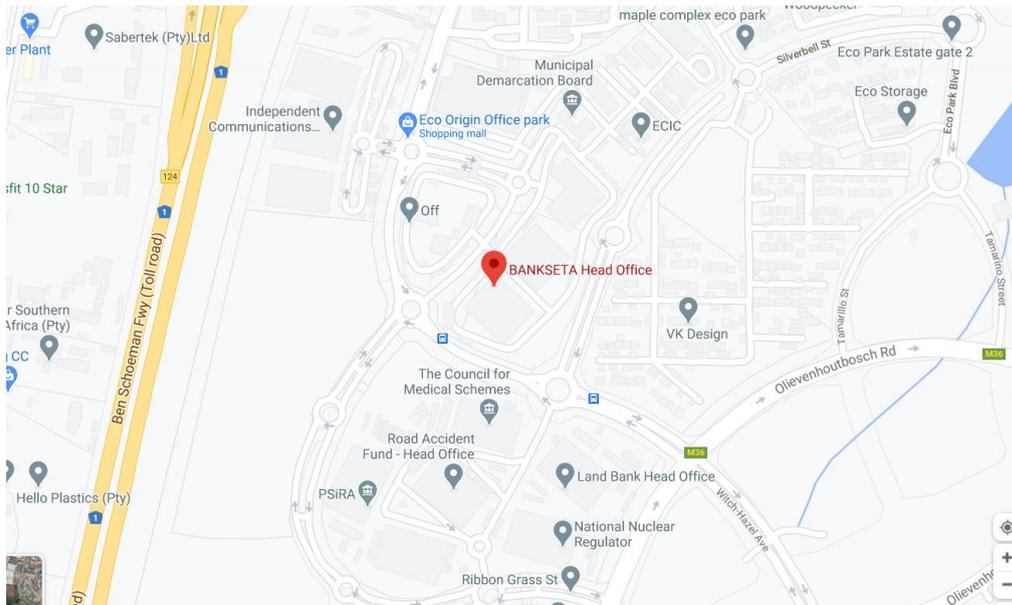
10.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.

10.6 All submissions received by BANKSETA will become the property of the BANKSETA and will not be returned to the respondent.

10.7 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 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.



10.8 NB: The Service provider is required to sign a register on their submission.

10.9 Unsuccessful bidders will be informed in writing when the process is concluded.

10.10 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.

11. ENQUIRIES/COMMUNICATION

11.1 Contact person for enquiries regarding the tender document:

Ms Eva Ratema

Title: Specialist: Supply Chain Management

11.2 Bidders who wish to attend virtual briefing session should indicate in writing within a week after advertising date by emailing:

Email: evat@bankseta.org.za and copy scm@bankseta.org.za

11.3 All clarifications or enquiries should be made in writing and received by the BANKSETA at least **8 days** before closing date of the Tender. Telephonic requests for clarification will not be accepted.

11.4 All questions received after the non-compulsory briefing session and the 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.

Should your questions not be included on the website kindly escalate this matter to

Rapulas@bankseta.org.za and Beaulad@bankseta.org.za at least 10 days before the tender closes.

11.5 ESTIMATED RFB TIMELINES

Activity	Time	Date
Tender advert	11:00	Monday 11 December 2023
Non-compulsory Virtual Briefing Bidders who wish to attend an online briefing session should indicate in writing within a week after advertising date.	11:00	Thursday 11 January 2024
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	Close of Business (C.O.B)	Monday 22 January 2024
Closing date	11h00	Tuesday 30 January 2024
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	Within 3 weeks of tender closing
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	Within 3 weeks of tender closing
Provisional Contract Award	C.O. B	Monday 4 March 2024
Contract Signatures	C.O.B.	Friday 15 March 2024

12. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

12.1 Phase 1 - Compliance/eligibility (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation)

12.2 Phase 2 -Technical/Functionality Evaluation (Bids that do not meet the minimum threshold indicated under this will not participate in the final evaluation)

12.3 Phase 3 - Price and the BANKSETA Preferential Procurement points.

13. COMPLIANCE STATUS

13.1 The service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on www.treasury.gov.za

- 13.2 The BANKSETA, before making an award, shall check on the central supplier database (CSD) whether:
- (a) the bidder's tax status is compliant
 - (b) the bidder or any of its directors are not listed / indicated as restricted from doing business with the public sector, and person prohibited, and
 - (c) the bidders, its directors or management are not employees of the state or if a director is an employee of the state, or if they are employees of the state, they have written authority to do work with the state as required by legislation.
- 13.3 The BANKSETA will not award any bids to service providers who do not comply with the above.
- 13.4 The BANKSETA will afford bidders a chance to clarify and provide evidence where there is any adverse information on the CSD reports.

14. COMPLIANCE/ELIGIBILITY EVALUATION

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

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

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

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

1.	<p>Submission of the proposal (response document) and the Pricing schedule Annexure A.</p> <p>The Pricing Schedule must be completed as per the attached annexure A. Failure to comply may lead to disqualification because it will be impractical to compare pricing across all submissions.</p>
2.	<p>Submission of the following fully completed and signed returnable documents:</p> <ul style="list-style-type: none"> - SBD 1 Invitation to submission - SBD 4 Bidder's Disclosure - SBD 6.1 Preference points claim form (complete the part that is applicable to the BANKSETA PREFERENCE POINTS CLAIM DOCUMENT).
3.	<p>Special Conditions that the bidder needs to accept by signing the last page and submit.</p>

4.	Submission of service provider's Central Supplier Database (CSD) report
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15. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	WEIGHTING/ Percentage %												
1. Events Management Experience (Company Experience)	35												
<p>The service provider should provide reference letters from clients where it has previously provided or is currently providing events management services.</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 type of work done - Indicate the year the work was done, (please note that the work should have been done within ten (10) years from the tender closing date - 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 point (b) 1 Reference letter = 1 point (c) 2 Reference letters = 2 points (d) 3 Reference letters = 3 points (e) 4 Reference letters = 4 points (f) 5 Reference letters and more = 5 points</p>													
2. Company Experience within the Public Sector	30												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name of Institution</th> <th style="width: 20%;">Description of service rendered</th> <th style="width: 15%;">Number of Delegates / attendees</th> <th style="width: 10%;">Year of service</th> <th style="width: 15%;">Contact Person and Position</th> <th style="width: 25%;">Contact details (email, telephone)</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="padding: 10px;"> <p>Service Providers should demonstrate proven experience by submitting a list of events managed within the public sector or for public sector clients with a minimum of 30 delegates/attendees including information below:</p> </td> </tr> </tbody> </table>	Name of Institution	Description of service rendered	Number of Delegates / attendees	Year of service	Contact Person and Position	Contact details (email, telephone)	<p>Service Providers should demonstrate proven experience by submitting a list of events managed within the public sector or for public sector clients with a minimum of 30 delegates/attendees including information below:</p>						
Name of Institution	Description of service rendered	Number of Delegates / attendees	Year of service	Contact Person and Position	Contact details (email, telephone)								
<p>Service Providers should demonstrate proven experience by submitting a list of events managed within the public sector or for public sector clients with a minimum of 30 delegates/attendees including information below:</p>													

<p>On evaluation, the BANKSETA will award points as follows:</p> <p>(a) 0-4 events = 0 point (b) 5-9 events = 1 point (c) 10-14 events = 2 points (d) 15-19 events = 3 points (e) 20-24 events = 4 points (f) 25 and more events and more = 5 points</p>							
3. Experience and qualification of Project Manager							35
<p>Service Provider should provide a dedicated Project Manager with experience in events management, and at NQF level 6 qualification or higher in any field.</p> <p>The CV and copy of qualification/s of Project Manager should be submitted.</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>(a) Qualification with less than 5 years' relevant experience = 0 point (b) No qualification and less than 5 years relevant experience = 0 point (c) No qualification with 5 years and more relevant experience = 3 point (d) Qualification with 5 years and more relevant experience = 5 point</p>							
TOTAL WEIGHTING							100
MINIMUM WEIGHTING THRESHOLD TO PASS							75
TECHNICAL/FUNCTIONAL EVALUATION							

The minimum weighting threshold for technical / functional evaluation is **75%**. Any bidder scoring less than **75% or 75** weighting will be disqualified from further evaluation.

15.1. 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 by Request for Proposal under consideration.
- So – is the total score evaluated for the criterion of the Request for Proposal in question.
- Ap – is the percentage allocated for functionality for the criterion.
- Ms – is the maximum score possible per criterion.

15.2 Each technical /functional evaluation criteria shows how it will be evaluated out of a

maximum of 5 points. i.e Ms =5 points

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

The BANKSETA will add the percentages calculated for each criterion to arrive at the final total technical/functional percentage or weight.

- 15.3 Any proposals not meeting a minimum total weight threshold of 75 weighting or 75% on functionality/technical evaluation will not participate in the price/preference points evaluation.

16. PRICE AND PREFERENCE POINTS EVALUATION

The tender will be evaluated using the following:

80/20 PRICEPREFERENCE POINT SYSTEMS

Points for Price	Preference Points Utilising BANKSETA Goals	Total Points
80	20	100

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

80/20

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

Where

Ps = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid.

16.1 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	6
2.	Promotion of Local production and Delivery by South Africans – 100% threshold as explained below	6

3.	Empowerment of Women - Women Ownership- Threshold 50% as explained below	2
4	Youth Empowerment Youth Ownership – 33% Threshold as explained below	2
5.	Empowerment of Persons with Disabilities - Ownership or Employment of People with Disabilities – 20% threshold for Ownership and 10% threshold for Employment of Persons with Disabilities as explained below	2
6.	Promotion of small and medium businesses, co-operatives and non-governmental institutions in all areas- rural and urban areas – as explained below	2
	Total Points allocated towards specific goals	20

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

EXPLANATIONS

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

(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.

16.1.2 Black Person Ownership points will be awarded to a Tenderer who have 51% or more black ownership of the company or entity. The shareholding will determine the ownership. The position and role that black owners play in the company should be stated.

16.1.3 Promotion of Local Production and Services Delivered by South Africans

The goods supplied should be 100% manufactured or assembled in South Africa from 100% local materials and any services supplied should 100% utilising South African

citizens. Should only services be required, the services should be provided 100% utilising South African citizens.

16.1.4 Women ownership points will be awarded to a Tenderer who have 50% or more women ownership, and are South African citizens. The position and role that women owners play in the company should be stated.

16.1.5 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.

16.1.6 Persons with Disability Ownership points will be awarded to a Tenderer who have 20% or more shareholding by South African citizen persons with disability OR to tenderers who employ 10% 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.

16.1.7 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.

16.1.8 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).

16.1.9 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.

16.1.10 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.

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.

17. REVIEW PROCESS

- 17.1. In order to evaluate and adjudicate proposals effectively, it is imperative that applicants submit responsive applications. To ensure an application will be regarded as responsive it is imperative to comply with all conditions pertaining to the application and to complete all the mandatory fields and questionnaires.
- 17.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- 17.3 All proposals will go through Bid Evaluation Committee (BEC) for evaluation on functionality.
- 17.4 The proposals from BEC will be tabled before the Bid Adjudication Committee (BAC).

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 any 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,
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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.

19. REVIEW PROCESS

- 19.1 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.
- 19.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- 19.3 All proposals will go through Evaluation Committee for evaluation on functionality.
- 19.4 The proposals from the tender evaluation committee will be tabled before the Bid Adjudication Committee (BAC).
- 19.5 **The validity period of proposals is 150 days after closing.**

20. REASONS FOR REJECTION

- 20.1 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.

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

21. BRANDING CONDITION/CLAUSE

- 21.1 The Banking Sector Education and Training Authority (BANKSETA)'s brand value is vital for the positioning of the organisation's brand reputation to the various target markets that BANKSETA provides services to. It is therefore paramount that service providers appointed by the BANKSETA adhere to the organisation's corporate identity guidelines whereby material is to be produced for learning programmes, programme research publications, promotional material, public relations whereby the BANKSETA is the funder of such programmes or materials.
- 21.2 Whereby project is fully funded by the BANKSETA, BANKSETA will be deemed the sole or primary brand unless in instances whereby certification by institutions of higher learning advise in advance that for certification of qualifications, their branding guidelines prohibit dual branding on certificates. In this regard, the respective institution or service provider is expected to provide a corporate identity manual or letter of confirmation that for certification, only their branding is allowed and provide reasons for such.
- 21.3 In instances whereby promotional material, press releases and other material is produced for BANKSETA funded programs/projects, the BANKSETA remains the hero brand. There may be agreement between the BANKSETA, training providers, other SETAs, and other collaborative partners to co-brand whereby the BANKSETA is still the funder or primary funder. In such instances, the BANKSETA will remain the hero or primary brand. Prior approval is required from the BANKSETA's Marketing and Communications Manager prior to any promotional items, corporate gifts, publications, and press releases being produced, distributed or published.
- 21.4 The exception for BANKSETA being the only primary brand, applies in circumstances whereby the partnership is of equal contribution whereby funding is concerned. This means that partners will have equal brand status. The corporate identity manual will be provided to all that enter contracts with the BANKSETA through the respective operational departmental representatives.

22. JOINT VENTURE

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

22.2 Each JV Member must have a CSD report showing tax status.

22.3 Submission of a signed Joint Venture Agreement by the JV Partners and attached to this
**BS/2023/RFB502 APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT SERVICE PROVIDERS TO PROVIDE EVENTS
MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF TWO (02) YEARS**

tender document; and

22.4 Submission of a BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA					
BID NUMBER:	BS/2023/RFB502	CLOSING DATE:	30 January 2024	CLOSING TIME:	11:00am
DESCRIPTION	BS/2023/RFB502 APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT SERVICE FOR THE PERIOD OF TWO (02) FOR BANKSETA				

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				

BS/2023/RFB502 APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT SERVICE PROVIDERS TO PROVIDE EVENTS MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF TWO (02) YEARS

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	Ms Eva Ratema	TELEPHONE	

		NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	evat@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

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.

employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2

Full Name	Identity Number	Name of State institution

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

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 investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF BANKSETA PREFERENCE POINTS CLAIM

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS.

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.

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	100
must not exceed	

- 1.5 Failure on the part of a bidder to complete and submit BANKSETAs 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 into 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.
- (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}}{\quad} \right $	or	$P_s = 90 \left 1 - \frac{(P_t - P_{\min})}{\quad} \right $

$$\left(\frac{P_t}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. PREFERENCE POINTS CLAIMED

THE BIDDER SHOULD COMPLETE THE BANKSETA PREFERENCE POINTS CLAIM DOCUMENT BELOW

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"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

5.1.1.1 What percentage of the contract will be subcontracted. %

5.1.1.2 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

APPLICAB

LE 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 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.

(e) has been applied; and

(f) 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:

No	Specific Goals	80/20 Preference Point system
1.	Empowerment of black persons- Ownership by black persons – 51% threshold as explained below	6
2.	Promotion of Local production and Delivery by South Africans – 100% threshold as explained below	6
3.	Empowerment of Women - Women Ownership- Threshold 50% as explained below	2
4	Youth Empowerment Youth Ownership – 33% Threshold as explained below	2
5.	Empowerment of Persons with Disabilities - Ownership or Employment of People with Disabilities – 20% threshold for Ownership 10% threshold for Employment of Persons with Disabilities as explained below	2
6.	Promotion of small and medium businesses, co-operatives and non-governmental institutions in all areas- rural and urban areas – as explained below	2
	Total Points allocated towards specific goals	20

1.4 Empowerment of black persons- Ownership 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:

- (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		6	

IF YES please provide the following details

DETAILS OF BLACK OWNERS IN THE BUSINESS				
	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			

For shortlisted service providers, BANKSETA will request additional information and evidence to support the information shown for the preference points claimed. Please note that such additional information may include but is not limited to certified IDs, naturalisation records for owners not South African by birth and CIPC records of the entity.

1.5 Preference Points Claimed for Empowerment of 100% Local production of Goods and/or 100% Use of South African Citizens for Delivery of Services.

The goods supplied should be 100% manufactured or assembled in South Africa from 100% local materials and any services supplied should 100% utilising South African citizens. If only services are being sought, the services should be delivered using 100% 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 Promotion of Local production and Delivery by South Africans – 100% threshold		6	

IF YES please provide the following details

Details	Service Provider to Indicate YES or NO
2.1 If goods are to be supplied are these 100% assembled or manufactured in South Africa	
2. If goods are to be supplied are these 100% assembled or manufactured in South Africa	
2.3 If services are to be supplied, are these to be delivered 100% by South African citizens. Kindly note that the citizen status of employees is stated in the ID document	

For shortlisted service providers, BANKSETA will request additional information and evidence to support the information shown for preference points claimed. Please note that such additional information may include but is not limited to sworn affidavits, details of manufacturing/assembly plant, details of main raw material suppliers, employee lists and ID numbers.

1.6 Preference Points Claimed for Empowerment of Women – Through Women Ownership of the Entity- Threshold 50%

Women ownership points will be awarded to a Tenderer who have 50% or more women ownership. The position and role that women owners play in the company should be stated. The woman should 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 50% or more ownerships is by women who are South African citizens		2	

IF YES please provide the following details

DETAILS OF WOMEN OWNERS OF THE BUSINESS AND 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			

For shortlisted service providers, BANKSETA will request additional information and evidence to support the information shown for preference points claimed. Please note that such additional information may include but is not limited to certified IDs and CIPC records.

1.7 Preference Points Claimed for Empowerment of Youth Through Youth Ownership 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	No of Points per	For BANKSETA
------------------	---------------------	------------------	--------------

	Indicate YES OR NO	BANKSETA Preference point System	USE Only Points Claimed
Does the service provider wish to claim points under Youth Ownership– 33% Threshold. The youth should be South African citizens		2	

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			

For shortlisted service providers, BANKSETA will request additional information and evidence to support the information shown for preference points claimed. Please note that such additional information may include but is not limited to certified IDs and CIPC records.

1.8 Preference Points Claimed for Empowerment of Persons with Disabilities - Ownership or Employment of People with Disabilities – 20% threshold for Ownership and 10% threshold for Employment of Persons with Disabilities of Youth Empowerment Through Youth Ownership– 33% Threshold

1.8.1 Persons with Disability Ownership points will be awarded to a Tenderer who have 20% or more shareholding by South African citizen persons with disability.

OR

to tenderers who employ 10% 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
<p>Does the service provider wish to claim points under?</p> <p>Persons with Disability Ownership points will be awarded to a Tenderer who have 20% or more shareholding by South African citizen persons with disability.</p> <p>OR</p> <p>to tenderers who employ 10% or more South African persons with disability on a permanent basis.</p>		2	

IF YES please provide the following details

<p>DETAILS OF OWNERS WHO ARE DISABILITIES AND ARE SOUTH AFRICAN CITIZENS</p>

	Full Name of Persons with Disabilities Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				
4				
5				
6				
	TOTALPERSON WITH DISABILITIES OWNERSHIP			

AND/OR

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

For shortlisted service providers, BANKSETA will request additional information and evidence to support the information shown for preference points claimed. Please note that such additional information may include but is not limited to certified IDs, CIPC records, employee list, disabilities list or certificates of disability.

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).		2	

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

For shortlisted service providers, BANKSETA will request additional information and evidence to support the information shown for preference points claimed. Please note that such additional information may include but are not limited to CIPC records, annual financial statements and sworn affidavits.

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.

Bidders to review and accept by signing the last page.

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

	SPECIAL CONDITIONS	CONFIRMATION		
		Yes	No	If no, indicate deviation
1	GENERAL			
1.1	Respondents must indicate compliance or noncompliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant			

	<p>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 will assume that the respondents are not in compliance or agreement with the statement(s) as specified in this request for quotation.</p>			
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	<p>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:</p> <p><input type="checkbox"/> Copy of a cancelled cheque; <input type="checkbox"/> Letter from bank; <input type="checkbox"/> Statement.</p>			
9.7	<p>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.</p>			

9.8	<p>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.</p>			
10	PARTIES NOT AFFECTED BY WAIVER OR BREACHES			
		Yes	No	If no, indicate deviation
10.1	<p>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.</p>			
10.2	<p>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</p>			

	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
12.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.			
12.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other			

	party of his			
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	intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Such notice shall be in English.			
12.3	Notice of intention to commence with mediation shall be writing, in the English language, and served on the other party either personally, by facsimile or electronic mail.			
12.4	If the parties are unable to agree on a mediator or to resolve any disputes by way of mediation within 14 days (fourteen days) of any party requesting in writing that the dispute be resolved by mediation, it may be settled in a South African court of law.			
12.5	All disputes shall be referred to mediation with an AFSA accredited and appointed mediator in accordance with the then current rules of the Arbitration Foundation of Southern Africa or its successor.			
12.6	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier			
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:			
13.2	Respondents must complete and return Special Conditions of Contract.			

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