REQUEST FOR BID

PROFESSIONAL SERVICES BID NUMBER:	BS/2025/RFB535
ADVERT DATE	**Thursday 20 February 2025**
CLOSE Date:	**Tuesday 18 March 2025**
Time:	11h00
DESCRIPTION:	**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PROVISION OF PENETRATION TESTING OF BANKSETA ENVIRONMENT AND HOSTED SERVICES FOR A PERIOD OF TWO (02) YEARS**
ONLINE NON-COMPULSORY BRIEFING	**Thursday 27 February 2025 at 11h00**
CONTACT	**Email to obtain Briefing link to 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**	

1. BANKSETA BACKGROUND

BANKSETA is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the banking and micro-finance industry. As guided by its mandate the BANKSETA is an agent of transformation and will promote employment equity and Broad Based Black Economic Empowerment through skills development.

BANKSETA is a schedule 3A public entity. BANKSETA has a head office in Gauteng at 349 Witch-Hazel Avenue, in Eco Park, Centurion, a satellite office in Free State and two regional offices, one in Limpopo and the other in Eastern Cape.

For further details on the BANKSETA, visit www.bankseta.org.za and refer to the 2023– 2024 annual report under Publication/annual reports.

2. PROJECT BACKGROUND

2.1 The BANKSETA seeks to appoint a suitably qualified and experienced service provider for provision of penetration testing environment and hosted services on the BANKSETA network infrastructure for a period of two years. The service provider should be within the borders of South Africa.

2.2 The BANKSETA use Microsoft cloud infrastructure, specifically Microsoft 365 E5. The BANKSETA uses Microsoft Windows firewall configured within Microsoft 365 E5. The BANKSETA has three offices which are Head Office (Centurion), and two regional offices (Polokwane and East London). These three offices are connected through wide area network and break to the internet through a single point configured at the head office in Centurion.

2.3 The BANKSETA is planning to procure another physical office in Kwa-Zulu Natal. The location will be communicated to the appointed Service Provider.

2.4 The BANKSETA has services and applications hosted within the environment of the contracted third parties.

Count	Service / application
1	Corporate Website
2	ERP for finance, SCM and Projects
3	Learner Management Information System
4	Human Resource Information System
5	Private Automatic Branch Exchange (PABX)
6	Internet Service Provision

NB: There may be additional systems (hosted Meeting Management and Decision Support Systems) within the two (2) years that these services of penetration testing are required.

2.5 The BANKSETA has computer network infrastructure where the following critical network equipment is primarily connected:

Location	Critical network equipment	Number
Centurion		
	HP Switches	6
	Access Points for wi-fi	8
	Physical Access Control Points	12
	Surveillance Cameras	16
	Windows server for Surveillance	1
	End-points	102
	Power over Ethernet (POE) phones	35
Polokwane		
	HP Switches	1
	Access Points for wi-fi	1
	Physical Access Control Points	2
	End Points	5
	Power over Ethernet (POE) phones	3
East London		
	HP Switches	1
	Access Points for wi-fi	1
	Physical Access Control Points	1
	End Points	5
	Power over Ethernet (POE) phones	3

2.6 The BANKSETA Local Area network is partitioned into four (04) virtual Local Area Network for (i) Data, (ii) Voice, (iii) printers and servers, (iv) staff and guests wi-fi

3. SCOPE OF WORK

The appointed Service Provider should provide the following:

3.1 The service provider is expected to perform 2 x penetration testing services per year for 2 years on the BANKSETA tenant within Microsoft cloud environment, and on BANKSETA computer network infrastructure in Centurion, East London and Polokwane. The service provider is responsible to perform.

3.1.1 **Cloud infrastructure**

assess the security controls of cloud-based infrastructure BANKSETA tenant within Microsoft cloud services that include Microsoft Azure and Microsoft 365 E5 services (Exchange online, SharePoint and Office 365) to identify configuration errors, access control issues, and any other vulnerabilities.

3.1.2 **Network Testing:**

evaluate the security controls of the BANKSETA network infrastructure that includes windows firewalls, routers, and switches, Access Points, Surveillance Cameras and End points to identify the weaknesses and misconfigurations that could be exploited.

3.1.3 **Web Application Testing**:

assess the security controls and user access controls of web applications that include Microsoft SharePoint, single-sign-on, to identify vulnerabilities and authentication weaknesses.

3.1.4 **Social Engineering**

Perform and exercise simulation of human-based attacks to assess the BANKSETA staff awareness and susceptibility to phishing attacks, pretexting, or other forms of manipulation.

3.1.5 **Physical Testing**:

Test and examine physical security controls, such as locks, surveillance systems, fingerprint and card readers, access control system, to ensure effective in preventing unauthorized access.

3.1.6 **Wireless Network Penetration**

Test and examine the security controls of wireless networks, including Wi-Fi networks, encryption protocols and access controls to identify vulnerabilities and potential security weaknesses that could lead to unauthorized access or data leakage/loss.

3.1.7 **System Testing**:

Analyse operating systems installed in End Points, Surveillance Cammera server and software installed in other network equipment for security flaws and misconfigurations that could lead to unauthorized access or data breaches.

3.2 **Reporting**

Provide a comprehensive report with recommendations after each penetration testing exercise (4 reports over 2 years, each year is 2 report).

3.3 **Implementation of remediations**

Provide for implementation of approved remediations for 160 hours for 2 years (80 hour per year).

3.4 Warranty

Provide assurance certificate for secure configuration after implementation of approved remediation (4 x assurance certificate). This serves as warranty that implementation remediation are configured correctly and are secure.

3.5 User awareness 4 sessions though Microsoft Teams (2 training annually).

4. COMPETENCY AND EXPERTISE REQUIREMENTS

The Service Provider should meet the following requirements:

4.1 The provider must provide a proof in the form of an agreement, letter or certificate indicating partnership or right to use of the proposed software.

4.2 provide reference Letters from clients where the bidder has previously provided penetration testing services.

The reference letters should:

- Be on the client's letterhead,
- Be signed and dated
- indicate the type of work done,
- indicate the year the work was done
- Show the client contact details (being the contact's name, phone and/or email address).

4.3 Experience and qualification of personnel

The service provider should provide a team to be assigned to the project as detailed below and must submit details of the team's experience and qualification.

4.3.1 Project Manager

The bidder should provide a project manager that holds

- Valid Project management certificate or qualification and
- a qualification at NQF 6 or higher in any field and
- have experience in Ethical hacking project management

4.3.2 Team Member No.1

The bidder should provide a team member no 1 that holds

- a minimum qualification at NQF 5 in any field, and
- valid certification/certificate in **Ethical Hacking** and
- have experience in ethical hacking

4.3.3 Team Member No.2

The bidder should provide a team member no 2 that holds

- a minimum qualification at NQF 5 or higher in any field and
- valid certification/certificate in **switching or networking**
- have experience in switching or networking

5. DURATION OF THE CONTRACT

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

5.2 BANKSETA reserves rights to terminate due to unsatisfactory performance

5.3 The Service Provider must collect own equipment/devices at the end of the contract.

6. PRICING STRUCTURE

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.

6.1 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.

6.2 The pricing sheet should show VAT separately.

6.3 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.

6.4 All pricing assumptions, excluded costs and estimated costs should be clearly documented.

The BANKSETA assumes that the pricing document as supplied is complete and covers all costs associated with this project.**7. SUBMISSION REQUIREMENTS**

7.1 All submissions should be delivered in individual envelopes as per clause 9.4.

7.2 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA.

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

7.4 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.

7.4.1 An Envelope 1 – Original

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

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

7.4.4 Each individual envelope must be clearly marked with the following information: Description of the Submission: **BS/2025/RFB535 APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PROVISION OF PENETRATION TESTING OF BANKSETA ENVIRONMENT AND HOSTED SERVICES FOR A PERIOD OF TWO (02) YEARS**

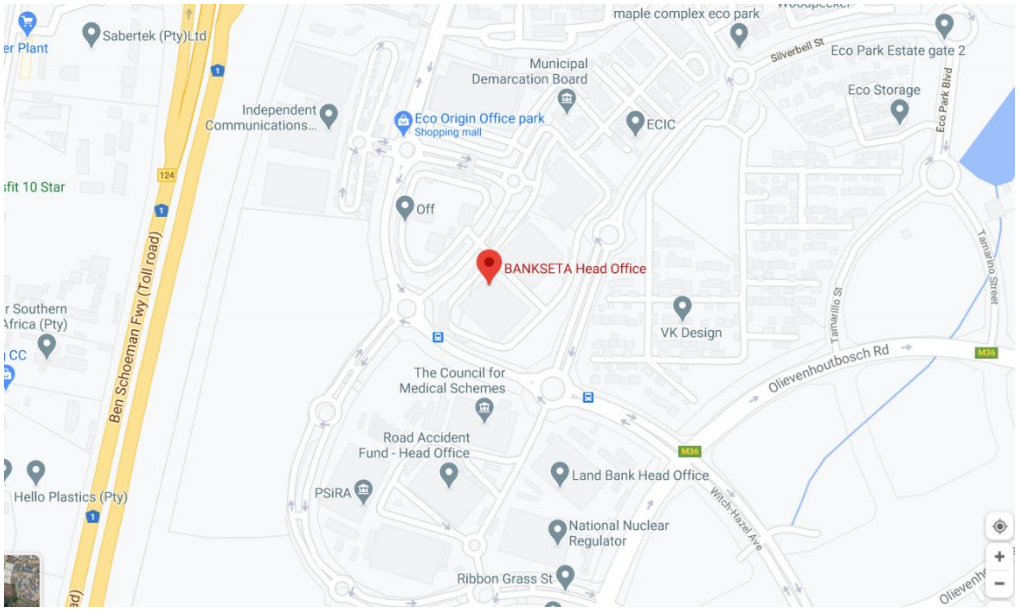
7.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.

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

7.7 The submissions must be inserted into the SUBMISSION BOX available at the Reception Area of BANKSETA Offices at the following address: -

Eco Origin Office Park, (Please use **gate 1** to enter the Eco-origins Office Park)
Block C2,
349 Witch-Hazel Avenue,
Eco Park Estate,
Highveld,
Centurion,
0144

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



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

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

7.10 A tender will be considered late if received after the specified date and time. Service providers are therefore strongly advised to ensure that Tenders be despatched allowing enough time for any unforeseen events that delay the delivery of the Tender.

8. ENQUIRIES/COMMUNICATION

8.1 Contact person for enquiries regarding the tender document:

Ms Eva Ratema

Title: Specialist: Supply Chain Management

8.2 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

8.3 All clarifications or enquiries should be made in writing and received by the BANKSETA at least 14 days before closing date of the Tender. Telephonic requests for clarification will not be accepted.

8.4 All questions received after the 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.

9.5 ESTIMATED RFB TIMELINES

Table 4

Activity	Time	Date
Tender Advert		Thursday 20 February 2025
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 27 February 2025
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	2024 Close of Business (C.O.B)	Tuesday 11 March 2025
Closing date	**11h00**	Tuesday 18 March 2025
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	Within 2 week of closing
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	Expect within 2 week of closing
Provisional Contract Award	C.O. B	31 March 2025
Contract Signatures	C.O.B.	17 April 2025

10. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

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

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

10.3 Phase 3 - Price and the BANKSETA Preferential Procurement points evaluation (Bidder

will be appointed on the highest scores).

11. COMPLIANCE STATUS

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

11.2 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.

11.3 The BANKSETA will not award any bids to service providers who do not comply with the above.

11.4 The BANKSETA will afford bidders a chance to clarify and provide evidence where there is any adverse information on the CSD reports.

12. 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), as indicated under paragraph 13.1.

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

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

1.	Submission of the proposal (response document) and the Pricing schedule Annexure A The Pricing Schedule must be completed as per the attached annexure A. Failure to comply will lead to disqualification.
2.	Submission of the following fully completed and signed returnable documents: - SBD 1 Invitation to submission - SBD 4 Bidder's Disclosure - SBD 6.1 Preference points claim form (complete the part that is applicable to the BANKSETA PREFERENCE POINTS CLAIM

	DOCUMENT).
3.	Special Conditions that the bidder needs to accept by signing the last page and submit.
4.	Submission of service provider's Central Supplier Database (CSD) report. (Should the bidder have difficulty in downloading this, the service provider should provide its CSD number)
5.	The bidder must submit a valid copy of proof in the form of an agreement, letter or certificate indicating partnership or right to use of the proposed software

12.1 JOINT VENTURE

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

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

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

12.1.4 Submission of a joint BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.

13. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	**SUB-CRITERION WEIGHTING/**	**/EIGHT %**
1.Reference Letters to Show Track record of the bidder (Company Experience)		**30**
To show its track record, the service provider should submit reference letters from clients where the bidder has successfully implemented or is currently implementing the following: **Penetrating Testing** The reference letters should: - Be on the client's letterhead, - Be signed and dated - Indicate the type of work done. - Show the client contact details including contact name and telephone and/or email address. The service provider should submit through reference letter from clients where the bidder has successfully implemented or is currently implementing Penetration Testing **On evaluation, the BANKSETA will score points as follows:** (a) 0 reference letter showing provision of Penetration Testing **= 0 points** (b) 1 reference letter showing provision of Penetration Testing **= 1 Point** (c) 2 reference letters showing provision of Penetration Testing **= 3 Points**		

(d) 3 reference letters or more showing provision of Penetration Testing **= 5 Points**

2. Experience and qualification of personnel **70**

2.1 Experience and qualifications of Project Manager **20**

The bidder should assign a Project Manager for the project with the following:

- Valid Project management certificate or qualification and
- a qualification at NQF 6 or higher in any field and
- at least three (03) years' experience in Ethical hacking project management

The Project Manager must be an existing employee or director or owner of the bidder.

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

The bidder should submit

- the copies of the qualification(s)/certification/documentation of the Project Manager as above and

- The bidder should also complete the information in the layout of table 6 below to demonstrate the project management experience in the provision of Ethical hacking project management

Should the Project Manager have worked on different projects at one company, each project should be stated as per table 2.1 below.

Should the bidder fail to submit the copy of the NQF Level 6 qualification or higher and a valid project Management certificate, the experience of the Project Manager will not be considered. Kindly refer to SAQA website www.saqa.org.za if you need NQF level explanation

TABLE 2.1: PROJECT MANAGER'S QUALIFICATIONS AND EXPERIENCE

Requirement	Details	
Valid Project management Certification	Name of Course	
	Name of Issuing Institutions	
	Date Achieved	
	Copy submitted (Yes/No)	
Qualification on NQF Level 6 or higher in any field	Name	
	Name of university/Issuing Institution	
	Date Achieved	
	Copy submitted (Yes/No)	
Project management experience in the provision of Ethical hacking		

Name of employer / client where the work was performed	Length of team Leader's Service/ Involvement in Project (year and month)	Name of the project	A brief description/summary of the work done on Ethical hacking

On evaluation, the BANKSETA will award points as follows:

a) 0 to less than 3 years' experience **= 0 point**

b) 3 years to less than 4 years' experience **= 1 Point**

c) 4 years to less than 5 years' experience **= 3 Points**

d) 5 years' experience and more **= 5 Points**

30

2.2 Experience and qualification of Team Member No.1

The bidder must clearly indicate the name of a person assigned to the role of a team member no.1 and failure to do so will result in a bidder not scoring points for this criterion.

The bidder should provide Team member no.1 with the following:

- a minimum qualification at NQF 5 in any field, and
- valid certification/certificate in **Ethical Hacking** and
- Have experience of at least three (03) years' in ethical hacking

The bidder should

- submit the copies of the qualification(s)/certification/documentation of the team member no 1. as required above and

- also complete the information in the layout of table 2.2 below to showing the experience of Team Member no 1 in ethical hacking

Should the team members no.1 have worked on different projects at one company, each project should be stated.

Should the bidder fail to submit the copy of the NQF Level 5 qualification or higher and copy of valid certification/certificate in Ethical Hacking the experience of the team member no.1 will not be considered. Kindly refer to SAQA website (www.saqa.org.za) if you need NQF level explanation

TABLE 2.2: TEAM MEMBER No 1 QUALIFICATIONS AND EXPERIENCE

Requirement	Details				
valid certification/certificate in Ethical Hacking	Name of Course				
	Name of Issuing Institutions				
	Date Achieved				
	Copy submitted (Yes/No)				
Qualification on NQF Level 5 or higher in any field	Name				
	Name of university/Issuing Institution				
	Date Achieved				
	Copy submitted (Yes/No)				
Experience in ethical hacking					
Name of employer / client where the work was performed	Length of team Leader's Service/ Involvement in Project (year and month)	Name of the project	A brief description/summary of the work done on ethical hacking.		

On evaluation, the BANKSETA will award points as follows:

a) 0 to less than 3 years' experience **= 0 point**

b) 3 years' to less than 4 years' experience **= 1 Point**

c) 4 years to less than 5 years' experience **= 3 Points**

d) 5 years' experience and above **= 5 Points**

2.3 Experience and qualification of Team Member No.2 **20**

The bidder must clearly indicate the name of a person assigned to the role of a team member no.2 and failure to do so will result in a bidder not scoring points for this criterion.

The bidder should provide the team member no.2 with the following:

- a minimum qualification at NQF 5 or higher in any field and
- valid certification/certificate in **switching or networking**
- have experience of at least three (03) years' in switching or networking

The bidder should

- submit the copies of the qualification(s)/certification/documentation of the team member no 2. as required above and

- The bidder should complete information in the layout of table 2.3 below to demonstrate experience of Team Member no 2 in switching or networking.

Should the team members no.2 have worked on different projects at one company, each project should be stated.

Should the bidder fail to submit the copy of the NQF Level 5 qualification or higher and copy of a valid Certificate/certification in switching or networking, the experience of the team member no.2 will not be considered. Kindly refer to SAQA website www.saqa.org.za if you need NQF level explanation

TABLE 2.3: TEAM MEMBER No 2 QUALIFICATIONS AND EXPERIENCE

Requirement	Details		
valid Certificate/certification in switching or networking).	Name of Course		
	Name of Issuing Institutions		
	Date Achieved		
	Copy submitted (Yes/No)		
Qualification on NQF Level 5 or higher in any field	Name		
	Name of university/Issuing Institution		
	Date Achieved		
	Copy submitted (Yes/No)		
Experience in switching or networking			
Name of employer / client where the work was performed	Length of team Leader's Service/ Involvement in Project (year and month)	Name of the project	A brief description/summary of the work done on switching or networking

On evaluation, the BANKSETA will award points as follows:

a) 0 to less than 3 years' experience **= 0 point**

b) 3 years to less than 4 years' experience **= 1 Point**

c) 4 years to less than 5 years' experience **= 3 Points**

d) 5 years' experience and above **= 5 Points**

TOTAL WEIGHTING		**100%**
MINIMUM WEIGHTING/PERCENTAGE THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION		**75%**

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.

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

Pf = (So/Ms) x Ap

Where:

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

14.2 Each technical /functional evaluation criteria shows how it will be evaluated in points out of a maximum of 5 points. i.e Ms =5 points

The score/points evaluated per criterion/sub criterion by BANKSETA (So) is divided by 5 and then multiplied by the weighting of the criterion/sub 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.

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

15. 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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid.

15.1 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:

TRANSACTION AMOUNTS ABOVE R1 MILLION (i.e. tenders)

	Specific Goals	**80/20 Preference Point system**
1.	Empowerment of black persons- Ownership by black persons – 51% threshold as explained below	7
2.	Empowerment of Women - Women Ownership - Threshold 33% as explained below	4
3.	Youth Empowerment Youth Ownership – 33% Threshold as explained below	3
4.	Empowerment of Persons with Disabilities - Ownership People with Disabilities – 10% threshold for Ownership and/or 5% threshold for Employment of Persons with Disabilities as explained below	3
5.	Promotion of small and medium businesses, co-operatives and non-governmental institutions in all areas- rural and urban areas – as explained below	3
	Total Points allocated towards specific goals	**20**

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

EXPLANATIONS

15.1.1 Black persons are as defined in Broad based black economic empowerment Act (B-BBEE) which currently means Africans, Coloureds and Indians and Chinese people:
(a) who are citizens of the Republic of South Africa by birth or decent; or
(b) who became citizens of the Republic of South Africa by naturalisation –
(i) before 27 April 1994.
(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date**.**

15.1.2 Black Person Ownership points will be awarded to a Tenderer who have 51% or more black ownership. The shareholding will determine the ownership.

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

15.1.4 Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability AND/OR to tenderers who employ 5% or more South African persons with disability on a permanent basis. Disability ownership will be determined by the shareholding of the enterprise owned by such a South African citizen person with disability OR by enterprises whose permanent staff complement consists of 10% or more South African citizen persons with disabilities. The disabilities need to be legally verifiable for points to be claimed.
An entity may only claim once under this category regardless of if it qualifies under both South African citizen persons with disabilities ownership and employment of South African persons with disability.

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

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

empowerment of persons with disabilities.

15.1.7 False Information from Bidders

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

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

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.

15. REVIEW PROCESS

15.1. 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.

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

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

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

16. TENDER CONDITIONS

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

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

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

16.4 The BANKSETA reserves the right to conduct a due diligence (including site visits, capacity, assessment, and financial capability assessment) on short listed tender submitters before contracting.

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

16.6 BANKSETA shall not be liable for any direct, indirect, consequential or other losses or damages including loss of profit that may be incurred by any person including, but not limited to, an Applicant, Short Listed Applicant or Successful Applicant, or any director, officer or associated company thereof, as a result of any reliance on or use of information supplied in response to this tender or as a result of the tender process contemplated in this tender document.

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

16.8 This tender is confidential and proprietary to BANKSETA and may not be used, reused, copied, or distributed for any purpose, other than in relation to the tender process, without BANKSETA's prior written consent.

16.9 POPIA - The Protection of Personal Information Act, ("POPIA") includes the right to protection against unlawful collection, retention, dissemination, and use of personal information. BANKSETA complies with POPIA in collecting, processing, and distributing of Personal Information, which include cooperation with the Regulator as provided for in the act.

17. REVIEW PROCESS

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

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

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

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

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

18. REASONS FOR REJECTION

18.1 Applicants shall not contact BANKSETA on any matter pertaining to the application from the time the application is closed to the time the application has been adjudicated. The results of the Tender will be published by the BANKSETA on portal any other platform which was advertised. Any effort by an applicant to influence the evaluation, application comparisons or application award decisions in any matter, may result in rejection of the applicant concerned.

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

19. BRANDING CONDITION/CLAUSE

19.1 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.

19.2 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.

19.3 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.

19.4 The exception for the 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.

20. Fraud Alert:

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

20.2 Bidders should not pay any person or company in regard to any tender or RFQ or procurement transaction.

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

20.4 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.

20.5 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.

20.5 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.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA					
BID NUMBER:	**BS/2025/RFB535**	CLOSING DATE:	**Tuesday 18 March 2025**	CLOSING TIME:	**11:00am**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PROVISION OF PENETRATION TESTING OF BANKSETA ENVIRONMENT AND HOSTED SERVICES FOR A PERIOD OF TWO (02) YEARS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN

THE BID BOX SITUATED AT *(STREET ADDRESS)*

Eco Origin Office Park, Block C2, 349 Witch-hazel Avenue, Eco Park Estate, Highveld, Centurion, **NB: Bidders as part on requirement - Submission of soft copy on PDF must be part of bid submissions.**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		**OR**	CSD No:	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐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 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**

[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.

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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.

[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.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF BANKSETA PREFERENCE POINTS CLAIM

This preference form must form part of all bids invited. It contains general information 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 (allapplicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (allapplicable taxes included).

1.2

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

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) (b) 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 must not exceed	**100**

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 adjudicatedor 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 onblack 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 theBroad-Based Black Economic Empowerment Act.

(g) **"rand value"** means the total estimated value of a contract in Rand, calculated at thetime 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

$$\left(\frac{P\min}{\quad}\right) \qquad \left(\frac{P\min}{\quad}\right)$$

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		NO	

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 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 thecompany/ 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 asa result of having to make less favourable arrangements due to suchcancellation;

(d) recommend that the bidder or contractor, its shareholders, anddirectors, 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	7
3.	Empowerment of Women - Women Ownership- Threshold 33% as explained below	4
4	Youth Empowerment Youth Ownership – 33% Threshold as explained below	3

5.	Empowerment of Persons with Disabilities - Ownership of People with Disabilities – 10% threshold for Ownership and/OR 5% threshold for employment of Persons with Disabilities as explained below	3
6.	Promotion of small and medium businesses, co-operatives, and non-governmental institutions in all areas- rural and urban areas – as explained below	3
	Total Points allocated towards specific goals	**20**

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

Black Person Ownership

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

(a) who are citizens of the Republic of South Africa by birth or decent; or

(b) who became citizens of the Republic of South Africa by naturalisation –

(i) before 27 April 1994.

(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

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

IF YES please provide the following details

DETAILS OF BLACK OWNERS				
	Full Name of Black Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				
	TOTAL Black Ownership			

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

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

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

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

IF YES please provide the following details

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

3				
4				
5				
6				
	TOTAL WOMEN OWNERSHIP			

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

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

1.6.1 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.

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

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

AND/OR

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

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

OR

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

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

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

IF YES please provide the following details

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

AND/OR

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

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

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

1.8.1 Small and medium business includes all South African businesses, co-operatives, and non-governmental organisations with annual turnover up to R10 million or alternatively,

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

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

IF YES please provide the following details

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

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

1.10 False Information from Bidders

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

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

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH.

BIDDER TO COMPLETE AND SIGN ON THE LAST PAGE AND SUBMIT

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 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. 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.			
2	**THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT**			
		Yes	**No**	**If no, indicate deviation**

2.1	Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.			
3	**GENERAL CONDITIONS OF CONTRACT**			
		Yes	**No**	**If no, indicate deviation**
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.			
4	**ADDITIONAL INFORMATION REQUIREMENTS**			
		Yes	**No**	**If no, indicate deviation**
4.1	During evaluation of the responses, additional information may be requested in writing from respondents. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your response being disregarded.			
5	**VENDOR INFORMATION**	**Yes**	**No**	**If no, indicate deviation**
5.1	**Vendor are encouraged to register on the Central Supplier Database (CSD) as an award cannot be made to a vendor who is not registered and tax compliant on CSD.**			

6	**CONFIDENTIALITY**			
		Yes	**No**	**If no, indicate deviation**

6.1	The response and all information in connection therewith shall be held in strict confidence by respondents and usage of such information shall be limited to the preparation of the response. Respondents shall undertake to limit the number of copies of this document.			
6.2	All respondents are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding BANKSETA or of its activities to any other organisation or individual. The respondents may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.			
7	**INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)**			
7.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.			
7.2	All the intellectual property rights arising from the execution of this contract shall vest in BANKSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training (DHET) and the contractor undertakes to honour such intellectual property rights and all future			

	rights by keeping the know-how and all published and unpublished material confidential.			
7.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.			

7.4	BANKSETA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract. This IP BANKSETA shall be entitled to freely cede and assign to the Department of Higher Education and Training. No other document needs to be executed to give effect to this session, assignment or transfer.			
7.5	The provisions of this clause 7 shall only apply to such IP that is created during the course and scope in terms of this contract.			

7.6	The contractor assigns to BANKSETA or the Department of Higher Education and Training, as BANKSETA directs, the rights conferred upon itself as author by section 20(1) of the Copyright Act, no 98 of 1978, as amended.			
7.7	The Contractor acknowledges and agrees that each provision of clause 7 is separate, severally and separately enforceable from any other provisions of this contract.			
7.8	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.			
7.9	This contract contains various stipulatio alteri in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this contract, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.			
7.10	This clause 7 shall survive termination of this contract.			
8	**NON-COMPLIANCE WITH DELIVERY TERMS**			
		Yes	**No**	**If no, indicate deviation**
8.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, BANKSETA must be given immediate written notice to this effect.			

9	**WARRANTS and PAYMENTS**			
		Yes	**No**	**If no, indicate deviation**
9.1	The Contractor warrants that it is able to conclude this agreement to the satisfaction of the BANKSETA.			
9.2	The successful respondent IS NOT required to furnish to the purchaser a performance security.			
9.3	Although the contractor will be entitled to provide services to persons other than BANKSETA, the contractor shall not without the prior written consent of BANKSETA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide Services.			
9.4	The BANKSETA will pay the contractor the fee as set out in the final contract. No additional amounts will be payable by the BANKSETA to the contractor.			
9.5	The Contractor shall from time to time during the currency of the contract, invoice the BANKSETA for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT act No 89 of 1991 has been submitted to the BANKSETA.			

9.6	Payment shall be made into the contractor's bank account normally 30 days after the receipt of an acceptable and valid invoice. Banking details must be submitted with the contractor's first invoice. Proof of the banking details will be accepted in the following forms: □ Copy of a cancelled cheque; □ Letter from bank; □ Statement.			
9.7	The contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other monies required to be paid in terms of applicable law.			

9.8	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
10	**PARTIES NOT AFFECTED BY WAIVER OR BREACHES**			
		Yes	**No**	**If no, indicate deviation**
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.			

10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
11	**RETENTION**			
		Yes	**No**	**If no, indicate deviation**
11.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to BANKSETA.			
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of this requirement shall be in writing			
12	**Dispute Resolution**			
		Yes	**No**	**If no, indicate deviation**
12.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make			

	every effort to resolve amicably such dispute or difference by mutual consultation.			
12.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of his			

	intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Such notice shall be in English.			
12.3	Notice of intention to commence with mediation shall be writing, in the English language, and served on the other party either personally, by facsimile or electronic mail.			
12.4	If the parties are unable to agree on a mediator or to resolve any disputes by way of mediation within 14 days (fourteen days) of any party requesting in writing that the dispute be resolved by mediation, it may be settled in a South African court of law.			
12.5	All disputes shall be referred to mediation with an AFSA accredited and appointed mediator in accordance with the then current rules of the Arbitration Foundation of Southern Africa or its successor.			

12.6	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier			
13	**FORMAT OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT**			
		Yes	**No**	**If no, indicate deviation**
13.1	Respondents must complete all the necessary quotation documents and undertakings required in this quotation document. Respondents are advised that their responses should be concise, written in plain English and simply presented. Respondents are to set out their quotation in the format prescribed in the RFQ/RFB documents:			
13.2	Respondents must complete and return Special Conditions of Contract.			

_____
NAME OF BIDDER

_____

_____
SIGNATURE **DATE**