REQUEST FOR BID
PROFESSIONAL SERVICES

BID NUMBER: BS/2023/RFB478

ADVERT DATE Wednesday 8 March2023

CLOSE Date: **Wednesday 5 April 2023**

Time: 11h00

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER IN SOUTH AFRICA TO PROVIDE A HOSTED RISK AND COMPLIANCE MANAGEMENT SYSTEM FOR A PERIOD OF FIVE (05) YEARS TO THE BANKSETA

ONLINE NON-COMPULSORY BRIEFING Wednesday 15 March 2023 11h00

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

BS/2023/RFB478 APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER IN SOUTH AFRICA TO PROVIDE A HOSTED RISK AND COMPLIANCE MANAGEMENT SYSTEM FOR A PERIOD OF FIVE (05) YEARS TO THE BANKSETA

Date:				
Original copy of documents or copy - Mark with X	ORIGINAL		COPY	

1. **BANKSETA BACKGROUND**

The Banking Sector Education and Training Authority (BANKSETA) is the SETA for Banking and Alternative Banking sector. It is a statutory body established through the Skills Development Act of 1998 as amended by the Skills Development Act, 26 of 2011. The Bankseta seeks to promote skills development within the Banking and Alternative Banking sector

For further details on the BANKSETA, visit www.bankseta.org.za and refer to the 2021 – 2022 annual report under the Media Center tab/section.

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

2. **PURPOSE AND OBJECTIVES OF THE PROJECT**

The BANKSETA seeks to ensure effective and efficient Risk and Compliance Management by procuring services of a suitably qualified and capable service provider to provide a hosted (managed service) Risk and Compliance Management Software (System). The system Risk and Compliance Management System will enable the Risk and Compliance department to effectively manage the lifecycle of the identified strategic and operation risks at the BANKSETA by allowing the (a) Risk Champion, (b) Risk Owners, (c) Executive Management as well as the (d) Board to (i) capture, (ii) maintain, (ii) achieve, (iii) monitor, and (iv) report on mitigation strategies, and thereby protecting the stakeholders interest at the BANKSETA.
Currently BANKSETA does not have risk management system. BANKSETA currently uses excel spreadsheet to record and track it risk registers.

3. **SCOPE OF WORK**

3.1 The purpose of the project is to appoint a suitably qualified and capable South African Service Provider to provide a hosted Risk and Compliance Management System on subscription basis for a period of five (05) years.

3.2 The objectives of the project are to:

3.2.1 Provide a hosted Risk and Compliance Management System (software)

3.2.2 Provide workshop training to about thirty (30) employees.

3.2.3 Provide skills transfer to three (03) system administrators.

3.2.4 Provide license subscription, limited software support and maintenance for a period of five (05) years.

4. SCOPE AND DELIVERABLES

4.1 The scope of work is to provide a single all-inclusive Risk and Compliance Management System to enable the BANKSETA to (i) capture, (ii) maintain, (iii) monitor and (iv) report on the (v) strategic objectives, (vi) risks, (vii) controls, and (viii) contributing factors.

4.1.1 The specifications for the Risk and Compliance Management System are:

4.2 Compliance Management

4.2.1 Provide standard compliance checklist

4.2.2 Allow user to perform compliance checklist

4.2.3 Capture all the acts relevant to BANKSETA and the associated compliance risk for each one (BANKSETA will provide compliance universe)

4.3 Risk Management

4.3.1 Provides a central data repository for risk management

4.3.2 Provides audit trails and history

4.3.3 Supports for risk assessment and control (standard templates and processes)

4.3.4 The structure of the risk registers:

4.3.4.1 Objectives

4.3.4.2 Risk description/title

4.3.4.3 Contributing factors

4.3.4.4 Consequences/effects

4.3.4.5 Current / Existing Controls

4.3.4.6 Action/mitigation plans

4.3.4.7 Timeframes

4.3.4.8 Action Owners

4.3.4.9 Risk Owners

4.3.5 Enables linking of objectives to Risks at all levels within the organisation

4.3.6 Provide reports

4.3.6.1 Dashboard

4.3.6.2 Heat maps

4.3.6.3 Trends,

4.3.6.4 Scorecards

4.3.6.5 Audit trails

4.3.7 Allow custom reporting (BANKSETA own reporting)

4.3.8 Allows Action Plan monitoring

4.3.8.1 Notifications

4.3.8.2 Reminders

4.3.8.3 Escalations

4.3.9 Enable incident management

4.3.9.1 Records incidents

4.3.9.2 Loss events

4.4 Provision of training

4.4.1 Provide training to thirty (30) users in year 1,

4.4.2 Provide training to three (3) system administrators in year 1

4.4.3 Provide skills transfer to three (3) system administrators

4.5 Provision of hosting, support, and maintenance of the system

4.5.1 Provide a hosted Risk and Compliance Management System (System must be cloud-based and hosted in South Africa)

4.5.2 Provide user support and ongoing training for users/administrator as and when required for the duration of the contract.

4.5.3 Configure thirty (30) user devices to the Hosted Risk and Compliance Management System.

4.5.4 Ensure a minimum of 97% System Availability

4.5.5 Ensure Risk and Compliance Management System is accessible through web browsers and at minimum supports:

4.5.5.1 edge

4.5.5.2 chrome

4.5.6 Provide annual license subscription (year 1,2, 3, 4 and 5) for 30 users

4.5.7 System to provide access to monthly Risk and Compliance Management Reports

4.5.7.1 Risk Register updates

4.5.8 Provide System Technical Reports

4.5.8.1 Monthly System Availability report

4.5.8.2 Monthly System Health check report

4.5.8.3 Monthly User Review reports

4.5.9 Provide migration for Risk and Compliance Management data:

4.5.9.1 From the manual to the new system (the system being proposed)

4.5.9.2 From the System being proposed into a new system / storage at the end of the contract. (Handover / Migration of BANKSETA data at the end of contract)

4.5.9.3 Provide disaster recovery service(monthly, quarterly and annual backup for system and data)

4.5.9.4 Allow Disaster Recovery testing bi-annually

4.6 POPIA

4.6.1 provide assurance that the information will be protected.

4.6.2 ensure personal information is protected as required by POPIA.

5. COMPETENCY AND EXPERTISE REQUIREMENTS

5.1 The service provider should show relevant experience of the team member responsible for Maintenance and Support in a one solution for a hosted risk management solution

5.2 The service provider should show relevant experience of the Team Leader / Person who will lead the project team in charge in implementing a hosted risk management solution.

5.3 The service provider should provide reference letters where governance risk and compliance system and/or risk management system was provided.

The reference letters must:

- 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 five (5) years from the tender closing date.
- Must have client contact details including contact name and telephone and /or mobile number and email address.

6. DURATION OF THE CONTRACT

The contract will be valid from the contract signing date by both parties for a period of five (05) years. The contract will include software support and maintenance for the period of the contract

7. PRICING STRUCTURE

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

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

7.2. The attached pricing sheets (Appendix A) should be completed in full. The BANKSETA will not entertain pricing adjustments after the signing of contract, and it is therefore important that all pricing elements are disclosed.

7.3 The pricing sheet should show VAT separately.

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

7.5 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.

8 SUBMISSION REQUIREMENTS

8.1 All submissions should be delivered in individual envelopes as per clause 8.4

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

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

8.4 Document should be submitted as follows:

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

8.4.1 An Envelope 1 – Original

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

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

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

Description of the Submission: **APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER IN SOUTH AFRICA TO PROVIDE A HOSTED RISK AND COMPLIANCE MANAGEMENT SYSTEM FOR A PERIOD OF FIVE (05) YEARS TO THE BANKSETA.**

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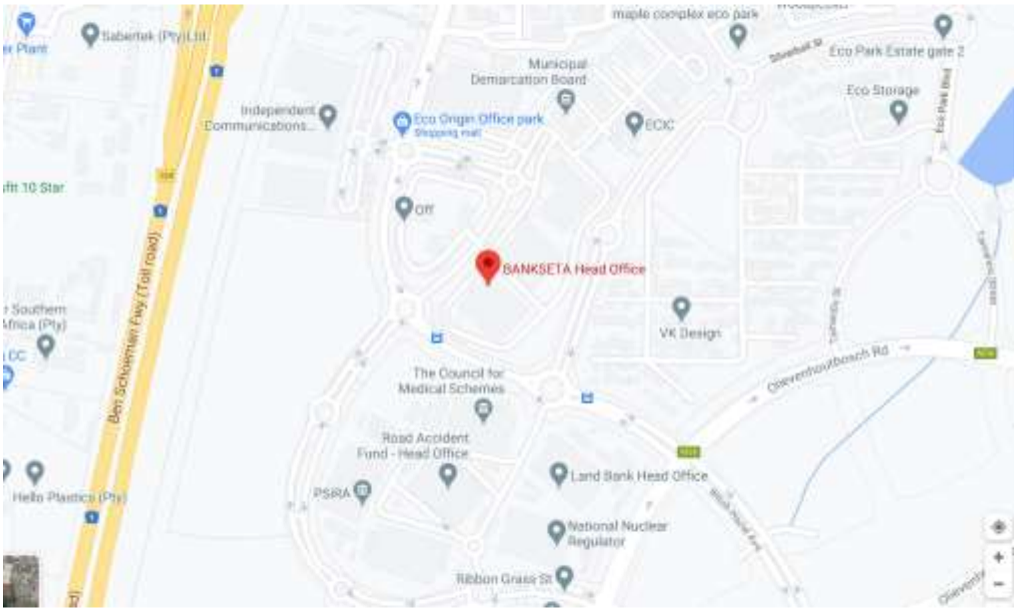
8.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.

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

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

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

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



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

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

8.10 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.

9. ENQUIRIES/COMMUNICATION

9.1 Contact person for enquiries regarding the tender document:

Ms Eva Ratema

Title: Specialist: Supply Chain Management Unit

9.2 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 copy scm@bankseta.org.za

9.3 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.

9.4 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 5 days before the tender closes.

9.5 ESTIMATED RFB TIMELINES

Activity	Time	Date
Non-compulsory Virtual Briefing Bidders who wish to attend an online briefing session should indicate in writing within a week after advertising date.	11:00	Wednesday 15 March 2023
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	27 March 2023 Close Of Business (C.O.B)	9 days before closing date of the Tender
Closing date	**11h00**	**Wednesday 5 April 2023**
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	Within 1 week of closing
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	Made post evaluations. Expect within 2 week of closing
Provisional Contract Award	C.O. B	Friday 28 April 2023
Contract Signatures	C.O.B.	Wednesday 10 May 2023

10. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

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

10.2 Phase 2 -Technical/Functionality (Bids that do not meet the minimum threshold indicated in clause 12 will not participate in the final evaluation)

10.3 Phase 3 - Price and the BANKSETA Preferential Procurement points (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).

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 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).
2	Special Conditions that the bidder needs to accept by signing the last page and submit.
3	The specifications of the products proposed should meet the minimum specification per clause 3 scope of work. Bidders are required to complete the specification checklist per annexure B and the attached a catalogue of the fully compliant proposed solution to support the checklist

13. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	PERCENTAGE
1. Experience of the Team member and Team Leader **One CV for team member and One CV for Team leader to be submitted for this project (If one CV is submitted it will be scored against one criteria)**	
1.1 Experience of the Team member responsible for Maintenance and Support in a one solution for a hosted risk management solution	**30**
The CV of the team member responsible for maintenance and support in the solution should be submitted On evaluation, the BANKSETA will award points as follows (a) 3 years or more experience relevant experience = 5 Points (b) 2 Years to less than 3 years' relevant experience = 3 Points (c) 1Year to less than 2 years' experience relevant = 1 Points (d) Less than 1 year's relevant experience = 0 point **(Provide a CV which clearly indicates the relevant number of years' experience for a team member responsible for maintenance and support in the solution) (Team member with the most**	

experience will be considered if more than one CV is submitted)	
1.2 Experience of the Team Leader / Person who will lead the project team in charge in implementing a hosted risk management solution	**40**
The CV of the team leader in the solution should be submitted On evaluation, the BANKSETA will award points as follows (a) 5 years or more experience relevant experience = 5 Points (b) 4 Years to less than 5 years' relevant experience = 3 Points (c) 3 Year to less than 4 years' experience relevant = 1 Point (d) Less than 3 year relevant experience = 0 point **(Provide a CV which clearly indicates the relevant number of years' experience for a team leader / Person who will lead the project team in the solution).(The bidder to indicate the person responsible for the team if the title used by the bidder is not " leader of a team")**	
2. References of the service provider	**30**
The bidder should provide and attach formal reference letters from South African public entities/government institutions'/ National, Provincial and Local Government) The letters should 1. Be on the clients' company letterhead, 2. show contactable details (being the contact name, phone and/or email address) 3. show relevant work/services of a one solution for a hosted risk management solutions executed and 4. Be signed and dated. 5.Show when the work was done. The reference letters should show that the work was done within five (5) years from the tender closing date: On evaluation, the BANKSETA will award points as follows	

(a) Five (5) and more reference letters = 5 points (b) Four (4) reference letter = 4 points (c) Three (3) reference letter = 3 points (d) Two (2) reference letter = 2 points (e) One (1) reference letter = 1 points (f) No reference letters = 0 point	
Total available	**100**
Minimum threshold to pass technical/functional evaluations	**70**

The minimum weighting threshold for technical / functional evaluation is 70%. Any bidder scoring less than 70% or 70 weight will be disqualified from further evaluation.

14.1. Functionality will be evaluated using the following formula for each criteria

Pf = (So/Ms) x 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.

14.2 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 criteria 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 70 **percentage** or 70 weighting 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:

No	**Specific Goals**	**80/20 Preference Point system**
1.	Empowerment of black persons- Ownership and Active Management 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 and management- Threshold 50% as explained below	2
4	Youth Empowerment Youth Ownership and management – 33% Threshold as explained below	2
5. 5.	Empowerment of Persons With Disabilities - Ownership and Management or Employment of People with Disabilities – 20% threshold for Ownership and Management 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

15.2 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**.**

15.3 Black Person Ownership points will be awarded to a Tenderer who have 51% or more black ownership who are actively involved in the day-to-day activities 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.

15.4 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.

15.5 Women ownership points will be awarded to a Tenderer who have 50% or more women ownership, who are actively involved in the day-to-day activities of the company or enterprise and are South African citizens. The position and role that women owners play in the company should be stated.

15.6 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.

15.7 Persons with Disability Ownership points will be awarded to a Tenderer who have 20% or more shareholding by South African citizen persons with disability who are actively involved in the day-to-day activities of the company or entity are 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 who are actively involved in the day-to-day activities of the company or enterprise 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.

15.8 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.

15.9 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).

15.10 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.

15.11 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.

16. REVIEW PROCESS

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

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

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

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

17 TENDER CONDITIONS

17.1 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.

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

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

17.4 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.

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

17.6 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.

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

17.8 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.

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

18. REVIEW PROCESS

18.1 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.

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

18.3 All proposals will go through Evaluation Committee for evaluation on functionality

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

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

19. REASONS FOR REJECTION

19.1 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.

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

20. BRANDING CONDITION/CLAUSE

20.1 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 the BANKSETA provides services to. It is therefore paramount that training 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.

20.2 Whereby programs are 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 training 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.

20.3 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.

20.4 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 into contracts with the BANKSETA through the respective operational departmental representatives.

21 JOINT VENTURE

21.1 <u>In the case of a Joint Venture, the following will be Applicable:</u>

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

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

21.4 Submission of a BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.

<table>
<tr><td colspan="6">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA</td></tr>
<tr><td>BID NUMBER:</td><td>BS/2023/RFB478</td><td>CLOSING DATE:</td><td>05 April 2023</td><td>CLOSING TIME:</td><td>11:00am</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER IN SOUTH AFRICA TO PROVIDE A HOSTED RISK AND COMPLIANCE MANAGEMENT SYSTEM FOR A PERIOD OF FIVE (05) YEARS TO THE BANKSETA</td></tr>
<tr><td colspan="6">THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td></tr>
</table>

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

<table>
<tr><td>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.</td></tr>
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<table>
<tr><td colspan="6">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="5"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td colspan="2">NUMBER</td><td></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="5"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td colspan="2">NUMBER</td><td></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td></td><td colspan="5"></td></tr>
<tr><td></td><td>TCS PIN:</td><td></td><td>OR</td><td>CSD No:</td><td></td></tr>
<tr><td></td><td colspan="2"></td><td colspan="2"></td><td></td></tr>
<tr><td>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</td><td colspan="5"></td></tr>
</table>

<table>
<tr><td rowspan="4">AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX</td><td>☐</td><td>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)</td></tr>
<tr><td>☐</td><td>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)</td></tr>
<tr><td rowspan="2">☐</td><td>A REGISTERED AUDITOR</td></tr>
<tr><td>NAME:</td></tr>
<tr><td colspan="3"></td></tr>
</table>

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**

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:

[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.

………………………………………………………………………………………
………………………………………………………………………………………

2.3 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

[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.

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 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) (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 SYSTEMB	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 adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **“bid”** means a written offer in a prescribed or stipulated form in to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

(b) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

(c) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice 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 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**

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

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, thepurchaser 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.

……………………………………….
SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

1. ……………………………………..

2. …………………………………….

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 and Active Management 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 and management- Threshold 50% as explained below	2
4	Youth Empowerment Youth Ownership and management – 33% Threshold as explained below	2
5.	Empowerment of Persons With Disabilities - Ownership and Management or Employment of People with Disabilities – 20% threshold for Ownership and Management 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**

1.4 Empowerment of black persons- Ownership and Active Management 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:

(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 and management where 51% or more ownerships and management is by black people		**6**	

IF YES please provide the following details

DETAILS OF BLACK OWNERS WHO ARE ACTIVELY MANAGING THE BUSINESS				
	Full Name of Black Owners who are Actively Involved in the Business	ID Number	Ownership Percentage (via shareholding)	Management 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 and Management of the Entity- Threshold 50%

Women ownership points will be awarded to a Tenderer who have 50% or more women ownership, who are actively involved in the day-to-day activities of the company or enterprise. 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 and management where 50% or more ownerships and management is by women who are South African citizens		**2**	

IF YES please provide the following details

DETAILS OF WOMEN OWNERS WHO ARE MANAGING THE BUSINESS AND ARE SOUTH AFRICAN CITIZENS				
	Full Name of Black Owners who are Actively Involved in the Business	ID Number	Ownership Percentage (via shareholding)	Management Position in the Company
1				
2				
3				
4				
5				

6				
	TOTAL WOMEN OWNERSHIP & MANAGEMENT			

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 and management of the Service Provider /Enterprise– 33% Threshold

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

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 and management – 33% Threshold. The youth should be South African citizens		**2**	

IF YES please provide the following details

DETAILS OF YOUTH OWNERS WHO ARE MANAGING THE BUSINESS AND ARE SOUTH AFRICAN CITIZENS				
	Full Name of Black Owners who are Involved in the Business Management	ID Number	Ownership Percentage (via shareholding)	Management Position in the Company
1				
2				

3				
4				
5				
6				
	TOTAL YOUTH OWNERSHIP & MANAGEMENT			

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 and Management or Employment of People with Disabilities – 20% threshold for Ownership and Management and 10% threshold for Employment of Persons with Disabilities of Youth Empowerment Through Youth Ownership and management – 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 who are actively involved in the day-to-day activities of the company or entity are

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 who are actively involved in the day-to-day activities of the company or enterprise

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/management 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	For BANKSETA USE Only Points

		point System	Claimed
Does the service provider wish to claim points under Persons with Disability Ownership points will be awarded to a Tenderer who have 20% or more shareholding by South African citizen persons with disability who are actively involved in the day-to-day activities of the company or entity are OR to tenderers who employ 10% or more South African persons with disability on a permanent basis.		**2**	

IF YES please provide the following details

DETAILS OF OWNERS WHO ARE MANAGING THE BUSINESS AND HAVE DISABILITIES AND ARE SOUTH AFRICAN CITIZENS				
	Full Name of Persons With Disabilities Owners who are Involved in the Business	ID Number	Ownership Percentage (via shareholding)	Management Position in the Company
1				
2				
3				
4				
5				
6				
	TOTALPERSON WITH DISABILITIES OWNERSHIP & MANAGEMENT			

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.

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.			

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NAME OF BIDDER

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SIGNATURE **DATE**