



## REQUEST FOR BID PROFESSIONAL SERVICES

**BID NUMBER:** BS/2026/RFB560

**ADVERT DATE** [Wednesday 23 September 2026](#)

**CLOSE Date:** [Thursday 22 October 2026](#)

**Time:** 11h00

**DESCRIPTION:** APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENTS MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF FOUR (04) YEARS

**ONLINE NON-** [Tuesday 29 September 2026 at 11h00](#)

**COMPULSORY** Join: <https://teams.microsoft.com/meet/369573532397481?p=QFBFeSPNDEYjWbZqZe>

**BRIEFING**

**BRIEFING** Send Email to obtain Briefing link to [evat@bankseta.org.za](mailto:evat@bankseta.org.za) and

**CONTACT** [scm@bankseta.org.za](mailto:scm@bankseta.org.za)

**Respondent details**

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

|                                 |  |
|---------------------------------|--|
| <b>Company Name:</b>            |  |
| <b>Contact person:</b>          |  |
| <b>Company physical address</b> |  |
| <b>Email:</b>                   |  |
| <b>Telephone:</b>               |  |
| <b>Mobile number:</b>           |  |
| <b>Date:</b>                    |  |

|                                                         |                             |  |             |  |
|---------------------------------------------------------|-----------------------------|--|-------------|--|
| <b>Original copy of documents or copy - Mark with X</b> | <b>ORIGINAL</b><br><b>L</b> |  | <b>COPY</b> |  |
|---------------------------------------------------------|-----------------------------|--|-------------|--|

## 1. BANKSETA BACKGROUND

The Banking Sector Education and Training Authority (BANKSETA) the education and training authority for the banking and alternative banking sector. It is a Schedule 3A statutory body established through the Skills Development Act to enable its stakeholders to advance the national and global position of the banking and alternative banking industry. As guided by its mandate the BANKSETA is as such an agent of transformation and seeks to promote employment equity and black economic development through skills development

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

For further details on the BANKSETA, visit [www.bankseta.org.za](http://www.bankseta.org.za) and refer to the 2024/25 annual report under Media Centre/publications.

## 2. PURPOSE AND OBJECTIVES OF THE PROJECT

The BANKSETA is seeking to appoint a panel of maximum of five (05) suitable event management service providers required to provide comprehensive event management services nationally for the duration of four (04) years.

The event management agencies are required to provide experienced event specialists to oversee the flawless planning and implementation of all events appointed for.

An events calendar will be provided to the appointed service provider/s and further ad hoc will be communicated.

## 3. SCOPE OF WORK

3.1 Provide events coordination and management services on an ad-hoc basis.

- 3.2 The service provider/s is expected to offer creative solutions and a modern approach in their delivery.
- 3.3 The service provider/s should have a sound understanding of corporate identity and brand management.
- 3.4 The service provider/s is expected to adhere to the project briefs and in its delivery of service, maintain business continuity through version control of submitted content.
- 3.5 Negotiate the best price on behalf of the BANKSETA.
- 3.6 Sourcing and hiring of appropriate venues on the BANKSETA's behalf. Cancellation or postponement policy to be included in all venue quotations.
- 3.7 Sourcing of catering services corresponding to hiring of venues, where required. Management of local and national conferences, Information Sessions Road shows, 1 x Annual General Meeting, Board Induction, Board Capacity Building session and 4 X Stakeholder Engagement Forum or other events.
- 3.8 Number of invitees (Approximately)
- 3.8.1 Annual General Meeting (AGM) – 150 Delegates (formal Event with keys stakeholders including board members, CEOs, Executives and public interest).
  - 3.8.2 Stakeholder Engagement – 120 Delegates (formal or informal event with various stakeholder, locally or provincially).
  - 3.8.3 Information Sessions – up to 50 per sessions (Information sharing on the programmes, SCM process, access to grants offers, SME capacity building across broad stakeholders).
  - 3.8.4 Events to include but not limited to Hybrid services are Annual General Meeting (AGM), Board Capacity Building Workshops, Strategic Sessions, and Stakeholder Engagement Forums.
  - 3.8.5 Graduation ceremonies (Beneficiaries on funded BANKSETA's programmes).
- 3.9 Manage all technical aspects, design, sound, lighting, staging, recording event, managing supplier contracts, managing supplier payments, managing supplier delivery.
- 3.10 "End to end" solution that should include but is not limited to the event design, audience generation, registration and website development for online registration, venue management, speaker and vendor liaison and management, staging and production, artist management, budget management, and reconciliation.
- 3.11 Establish technical requirements based on theme and budget. Agency to recommend other where appropriate.
- 3.12 Event planning from inception to the end with allocated resources by detailing who, what, where, when and how; and ensuring that budgets are adhered to.

- 3.13 Matching the appropriate target audience to the event and ensuring that the event brief is approved and signed off by BANKSETA.
- 3.14 Provide digital registration at events including name tags and digital attendance registers.
- 3.15 Conceptualising and presentation of the event options according to the brief.
- 3.16 Forward event recommendations and analysis to the internal client/department.
- 3.17 The appointed provider should provide a site inspection report aligned to their recommendation, on the same day after inspection.
- 3.18 The provider is expected to write an exit report at the end of each event organised.
- 3.19 To provide full project management competency on all events ranging from pre-event, on-site and post-event management with clearly identified timelines, roles and responsibilities and important milestones.
- 3.20 Sponsorships if required: identify sponsor target market, create sponsorship package, secure sponsorship, manage sponsor relationship, develop sponsor design and print, manage sponsor expenses and delivery.
- 3.21 An uncompromising focus on excellence and quality control in all deliverables.
- 3.22 The provision of photography and videography services, which may include drone footage, as and when required.

#### **4. QUALITY CONTROL**

The purpose for managing quality is to validate that the project deliverables are completed with an acceptable level of quality. Quality control assures that the quality of the expected deliverables and the quality of the processes used to manage and create the deliverables are acceptable to BANKSETA.

| <b><u>SERVICE PROVIDER DELIVERABLES</u></b>                                                                                                                                                                                                                                                                                                                                                          | <b><u>BANKSETA RESPONSIBILITIES</u></b>                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Adhere to the BANKSETA's Corporate Identity standards at all times and maintain the brand identity in a consistent and creative manner.</li> <li>Manage event project plans, liaison and quality control of the relationship with the respective venues.</li> <li>Manage supplier relationships and ensure that delivery deadlines are adhered to.</li> </ul> | <p>BANKSETA will provide the following services:</p> <ul style="list-style-type: none"> <li>Make available the BANKSETA Corporate Identity (CI) to the service provider and BANKSETA logo in JPEG/vector form.</li> <li>The BANKSETA will conduct site inspection jointly with the service provider before award of each service.</li> </ul> |

- |                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>Follow up on any outstanding requirements or issues affecting the scheduled completion dates.</li> </ul> |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--|

## 5. COMPETENCY AND EXPERTISE REQUIREMENTS

5.1 The bidder must demonstrate experience in rendering events management in public sector/entities for example- parastatals and government institutions by submitting signed contactable reference letters.

### The reference letters should:

- Be on the client's letterhead of public sector/entities.
- Be signed and dated.
- Indicate the year the events management services were rendered (please note that the work should have been done within five (05) years from the tender closing date).
- Show the client contact details (the contact's name, phone number, and/or email address).

5.2 Service Providers should demonstrate proven experience by submitting list of at least five (05) events managed within the public sector/entities with a minimum of 30 delegates.

The information in the table below should be included or attached as an annexure covering the table requirements:

| No | Name of Institution | Description of service rendered | Number of Delegates | Year of service | Contact Person and Position | Contact details (email, telephone) |
|----|---------------------|---------------------------------|---------------------|-----------------|-----------------------------|------------------------------------|
|    |                     |                                 |                     |                 |                             |                                    |
|    |                     |                                 |                     |                 |                             |                                    |
|    |                     |                                 |                     |                 |                             |                                    |
|    |                     |                                 |                     |                 |                             |                                    |
|    |                     |                                 |                     |                 |                             |                                    |

5.3 The service provider should allocate/provide a dedicated Project Manager/Team Leader with experience in events management, with an NQF level 7 qualification or higher in any field. (The CV and copy of qualification/s of Project Manager/Team Leader should be submitted). The Project Manager/Team Leader should be the employee or director or owner of the company bidding.

## **6. DURATION OF THE CONTRACT**

6.1 The contract will be valid from the contract signing date by both parties for a period of four (04) years subject to SETA license extension.

6.2 BANKSETA will expedite 50% payment for securing the venues post the approval of the quotation and an invoice.

6.3 BANKSETA will make payment for services rendered within 30-day period upon receipt of the final invoice.

## **7. PRICING MODEL**

BANKSETA requires bidders to propose a pricing model based on a project management fee model.

### **8.1 Project Management Fees**

#### **Pricing Schedule**

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

## **8. 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.***

8.1 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.

8.2 The pricing schedule on Annexure A, will be used for pricing evaluation purposes.

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

8.4 The pricing sheet should show VAT separately.

8.5 The Bidders are therefore required to indicate a total bidding price by completing the pricing schedule provided in full.

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

- 8.7 All pricing assumptions excluded costs, and estimated costs should be clearly documented. The BANKSETA assumes that the pricing document as supplied is complete and covers all costs associated with this project.
- 8.8 For each piece of work requested by BANKSETA all panel members will be requested to quote for the full work including any venues, catering and third-party services, through a competitive request for quotation (RFQ) process. The award for the particular work will be to the highest scoring quote/bid.

## 9. SUBMISSION REQUIREMENTS

- 9.1 All submissions should be delivered in individual envelopes as per clause 9.4.
- 9.2 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA.
- 9.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.
- 9.4 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).

- 9.4.1 An Envelope 1 – Original
- 9.4.2 Envelope 2 – Hard Copy of the original document and 1 Soft copy (USB)
- 9.4.3 Envelope 3 – **Pricing and SBD1** – (invitation to bid) together with the BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.
- 9.4.4 Each individual envelope must be clearly marked with the following information:

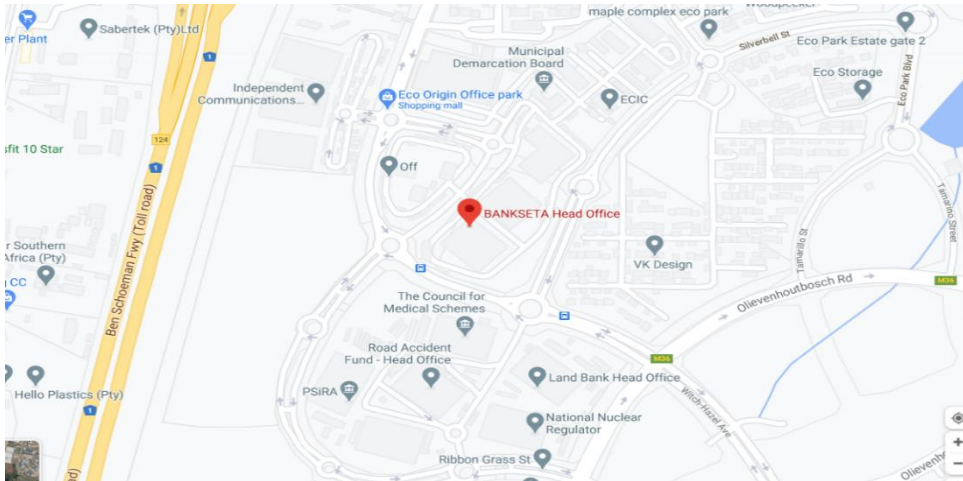
Description of the Submission: **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENTS MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF FOUR (04) YEARS: BS/2026/RFB560**

- 9.4.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- 9.4.6 All submissions received by BANKSETA will become the property of the BANKSETA and will not be returned to the respondent.
- 9.4.7 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,

**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.**



- 9.4.8 NB: The Service provider is required to sign a register on their submission.
- 9.4.9 Unsuccessful bidders will be informed in writing when the process is concluded.
- 9.4.10 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.

## 10. ENQUIRIES/COMMUNICATION

- 10.1 Contact person for enquiries regarding the tender document:  
Ms Eva Ratema  
Title: Specialist: Supply Chain Management
- 10.2 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](mailto:evat@bankseta.org.za) and copy [scm@bankseta.org.za](mailto:scm@bankseta.org.za)
- 10.3 All clarifications or enquiries should be made in writing and received by the BANKSETA at least 10 days before closing date of the Tender. Telephonic requests for clarification will not be accepted.
- 10.4 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.

- 10.5 Kindly check BANKSETA's website for this information before finalisation of your bid.
- 10.6 Should your questions not be included on the website kindly escalate this matter to [Rapulas@bankseta.org.za](mailto:Rapulas@bankseta.org.za) and [Beaulad@bankseta.org.za](mailto:Beaulad@bankseta.org.za) at least 10 days before the tender closes.

## 10.7 ESTIMATED RFB TIMELINES

**Table 2 Timelines**

| Activity                                                                                                                                                  | Time                         | Date                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------|
| Tender advert                                                                                                                                             |                              | Wednesday 23<br>September 2026      |
| Non-compulsory Virtual Briefing<br>Bidders who wish to attend an online briefing session should indicate in writing within a week after advertising date. | 11:00                        | Tuesday 29<br>September 2026        |
| Final questions and answers emailed to BANKSETA.<br>Responses will be published on the website under the tender,                                          | Close of Business<br>(C.O.B) | Thursday 8 October<br>2026          |
| <b>Closing date</b>                                                                                                                                       | <b>11h00</b>                 | <b>Thursday 22<br/>October 2026</b> |
| Tender evaluation, Bidder Verification and Due Diligence                                                                                                  | C.O. B                       | Within 2 weeks of<br>tender closing |
| Clarification presentations by Service Providers if required/ Due Diligence                                                                               | C.O.B.                       | within 2 weeks of<br>tender closing |
| Provisional Contract Award                                                                                                                                | C.O. B                       | 13 November 2026                    |
| Contract Signatures                                                                                                                                       | C.O.B.                       | 30 November 2026                    |

## 11. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

- 11.1 Phase 1 - Compliance/eligibility evaluation (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation)
- 11.2 Phase 2 -Technical/Functionality Evaluation. Bids that do not meet the minimum threshold indicated under this will not participate in the final evaluation)
- 11.3 Phase 3 - Price and the BANKSETA Preferential Procurement points evaluation. A

bidder will be appointed on the highest scores.

## 12. COMPLIANCE STATUS

- 12.1 The service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on [www.treasury.gov.za](http://www.treasury.gov.za)
- 12.2 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.
- 12.3 The BANKSETA will not award any bids to service providers who do not comply with the above.
- 12.4 The BANKSETA will offer bidders a chance to clarify and provide evidence where there is any adverse information on the CSD reports.
- 12.5 A supplementary SBD 4 Declaration of Interest form may be required to be completed by shortlisted or recommended bidders, for the purpose of verifying whether any directors, trustees, shareholders, or members of the bidding entity are employed by the state.

## 13. 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.

**Table 3 Compliance and Eligibility Evaluation Criteria**

|    |                                                                                                                                                                                                                             |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Submission of the proposal (response document) and the Pricing schedule Annexure A</p> <p>The Pricing Schedule must be completed as per the attached annexure A. Failure not to comply will lead to disqualification</p> |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                                                                                                                                                                                                                                                                                  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | Submission of the following fully completed and signed returnable documents:<br><ul style="list-style-type: none"> <li>- SBD 1 Invitation to submission</li> <li>- SBD 4 Bidder's Disclosure</li> <li>- SBD 6.1 Preference points claim form (complete the part that is applicable to the BANKSETA PREFERENCE POINTS CLAIM DOCUMENT).</li> </ul> |
| 3. | Special Conditions that the bidder needs to accept by signing the last page and submit.                                                                                                                                                                                                                                                          |
| 4. | Submission of Central Supplier Database report (should the bidder have any challenges with the printing or providing CSD report on closing of the tender the CSD MAAA number be provided)                                                                                                                                                        |

## JOINT VENTURE

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

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

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

13.1.4 Submission of a joint BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.

## 14. FUNCTIONAL/TECHNICAL EVALUATION

**Table 4 Functionality/ Technical Evaluation**

| CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                 | WEIGHTING/<br>Percentage<br>% |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>1. Events Management Experience (Company Experience)</b>                                                                                                                                                                                                                                                                                                                                              | <b>35</b>                     |
| <p>The bidder must demonstrate experience in rendering events management in public sector/entities for example- parastatals and government institutions by submitting signed contactable reference letters.</p> <p><b>The reference letters should:</b></p> <ul style="list-style-type: none"> <li>• Be on the client's letterhead of public sector/entities,</li> <li>• Be signed and dated.</li> </ul> |                               |

| <ul style="list-style-type: none"> <li>• Indicate the year the events management services were rendered (please note that the work should have been done within five (05) years from the tender closing date).</li> <li>• Show the client contact details (the contact's name, phone number, and/or email address).</li> </ul> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>(a) 0 Reference letter = 0 point<br/> (b) 1 Reference letter = 1 point<br/> (c) 2 Reference letters = 2 points<br/> (d) 3 Reference letters = 3 points<br/> (e) 4 Reference letters = 4 points<br/> (f) 5 Reference letters and more = 5 points</p>                                                                                                                                                                                                                                                                                                                                                                                                     |                                 |                                 |                                 |                                 |                                    |                             |                                    |  |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|------------------------------------|-----------------------------|------------------------------------|--|--|--|--|--|--|
| <p><b>2. Company Experience within the Public Sector/ entities</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p><b>30</b></p>                |                                 |                                 |                                 |                                    |                             |                                    |  |  |  |  |  |  |
| <p>Service Providers should demonstrate proven experience by submitting</p> <table border="1" data-bbox="252 1048 1173 1451"> <thead> <tr> <th>Name of Institution</th> <th>Description of service rendered</th> <th>Number of Delegates / attendees</th> <th>Year of service</th> <th>Contact Person and Position</th> <th>Contact details (email, telephone)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>a list of events managed within the public sector or for public sector clients with a minimum of 30 delegates/attendees including information below:</p> <p>Service Providers should demonstrate proven experience by submitting a list of at least five (05) events managed within the public sector/entities with a minimum of 30 delegates. The information in the table below should be included:</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>(a) 0-4 events = 0 point<br/> (b) 5 events with minimum of 30 delegates = 1 point</p> |                                 | Name of Institution             | Description of service rendered | Number of Delegates / attendees | Year of service                    | Contact Person and Position | Contact details (email, telephone) |  |  |  |  |  |  |
| Name of Institution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Description of service rendered | Number of Delegates / attendees | Year of service                 | Contact Person and Position     | Contact details (email, telephone) |                             |                                    |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                 |                                 |                                 |                                    |                             |                                    |  |  |  |  |  |  |

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p>(c) 6-10 events with minimum of 30 delegates = 2 points</p> <p>(d) 11-15 events with minimum of 30 delegates = 3 points</p> <p>(e) 16-20 events with minimum of 30 delegates = 4 points</p> <p>(f) 21 and more events with minimum of 30 delegates = 5 points</p> <p><b>NB: Events with less than thirty (30) delegates will not be considered</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |
| <p><b>3. Experience and qualification of Project Manager/ Team Leader</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>35</b></p>  |
| <p>Service Provider should provide a dedicated Project Manager/Team Leader with experience in events management, and NQF level 7 qualification or higher in any field. The Project Manager/Team Leader should be the employee or director or owner of the company bidding</p> <p>The CV or profile or resume and copy of qualification/s of Project Manager should be submitted.</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> <li>(a) less than 5 years' relevant experience = 0 point</li> <li>(b) 5- 7 years relevant experience = 3 point</li> <li>(c) 7 -9 years relevant experience = 4 point</li> <li>(d) 10 years and more relevant experience = 5 point</li> </ul> <p>NB: If a copy of qualification at NQF level 7 qualification or higher in any field is not submitted, the experience will not be considered</p> <p>Note: Bidders submitting foreign qualification(s) have a responsibility to ensure that such qualifications(s) is/are accompanied by an evaluation certificate obtained from South African Qualifications Authority (SAQA) to confirm the appropriate National Qualification Framework (NQF) Level. Failure to do so will result in BANKSETA not considering the qualification(s) for scoring.</p> |                   |
| <p><b>TOTAL WEIGHTING</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>100</b></p> |

|                                                                                |           |
|--------------------------------------------------------------------------------|-----------|
| <b>MINIMUM WEIGHTING THRESHOLD TO PASS<br/>TECHNICAL/FUNCTIONAL EVALUATION</b> | <b>75</b> |
|--------------------------------------------------------------------------------|-----------|

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.**

$$Pf = (So/Ms) \times Ap$$

Where:

- Pf – is the percentage/weighting scored for functionality for that criterion under consideration.
- So – is the total score evaluated by BANKSETA for the criterion 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 show how it will be evaluated out of a maximum of 5 points. i.e. Ms =5 points

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

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

14.5 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**

| <b>Points for Price</b> | <b>Preference Points Utilising BANKSETA Goals</b> | <b>Total Points</b> |
|-------------------------|---------------------------------------------------|---------------------|
| 80                      | 20                                                | 100                 |

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

**80/20**

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

**Were****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 BANKSETA has allocated preference points to be awarded to tenderers who meet certain BANKSETA Goals as follows:

|    | <b>Specific Goals</b>                                                                                                                                                                          | <b>80/20<br/>Preference<br/>Point<br/>system</b> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 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                                                                                                                           | 4                                                |
| 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 | 2                                                |
| 5. | Promotion of small and medium businesses, co-operatives and non-governmental institutions in all areas- rural and urban areas – as explained below                                             | 3                                                |
|    | <b>Total Points allocated towards specific goals</b>                                                                                                                                           | <b>20</b>                                        |

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

**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 Empowerment of Women - Women Ownership - Threshold 33%

15.1.4 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.

15.1.5 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.

15.1.6 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).

15.1.7 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.

15.1.8 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 or fraudulent act in competing for a particular contract.
- 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 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 of 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.

## **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 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, research publications, promotional material, public relations whereby the BANKSETA is the founder of such programs or materials.
- 20.2 Whereby project is fully funded by the BANKSETA, BANKSETA will be deemed the sole or primary brand unless in instances whereby certification by institutions of higher learning advise in advance that for certification of qualifications, their branding guidelines prohibit dual branding on certificates. In this regard, the respective institution or service provider is expected to provide a corporate identity manual or letter of confirmation that for certification, only their branding is allowed and provide reasons for such.

## **21. Fraud Alert:**

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

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

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

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

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

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

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

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

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA**

|             |                                                                                                                                        |               |                                     |               |                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|---------------|----------------|
| BID NUMBER: | <b>BS/2026/RFB560</b>                                                                                                                  | CLOSING DATE: | <b>Thursday 22<br/>October 2026</b> | CLOSING TIME: | <b>11:00am</b> |
| DESCRIPTION | <b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENTS MANAGEMENT SERVICES FOR BANKSETA, FOR A PERIOD OF FOUR (04) YEARS</b> |               |                                     |               |                |

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

**Eco Origin Office Park, Block C2, 349 Witch-hazel Avenue, Eco Park Estate, Highveld, Centurion,**

**NB: Bidders as part on requirement - Submission of soft copy on PDF must be part of bid submissions.**

**SUPPLIER INFORMATION**

|                                                                                                                  |                                                                                    |                                                                                    |                                      |                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------|--|
| NAME OF BIDDER                                                                                                   |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| POSTAL ADDRESS                                                                                                   |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| STREET ADDRESS                                                                                                   |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| TELEPHONE NUMBER                                                                                                 | CODE                                                                               |                                                                                    | NUMBER                               |                                                                                            |  |
| CELLPHONE NUMBER                                                                                                 |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| FACSIMILE NUMBER                                                                                                 | CODE                                                                               |                                                                                    | NUMBER                               |                                                                                            |  |
| E-MAIL ADDRESS                                                                                                   |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| VAT REGISTRATION NUMBER                                                                                          |                                                                                    |                                                                                    |                                      |                                                                                            |  |
|                                                                                                                  |                                                                                    |                                                                                    |                                      |                                                                                            |  |
|                                                                                                                  | TCS PIN:                                                                           |                                                                                    | OR                                   | CSD No:                                                                                    |  |
|                                                                                                                  |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?                                                                       |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/>                                                           | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |                                      |                                                                                            |  |
|                                                                                                                  | <input type="checkbox"/>                                                           | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |                                      |                                                                                            |  |
|                                                                                                                  | <input type="checkbox"/>                                                           | A REGISTERED AUDITOR                                                               |                                      |                                                                                            |  |
|                                                                                                                  |                                                                                    | NAME:                                                                              |                                      |                                                                                            |  |
|                                                                                                                  |                                                                                    |                                                                                    |                                      |                                                                                            |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |                                                                                    | ARE YOU A FOREIGN BASED SUPPLIER FOR | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ANSWER PART B:3 BELOW] |  |

|                                                                                                                                              |                      |                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------|--|
|                                                                                                                                              |                      | <b>THE GOODS<br/>/SERVICES<br/>/WORKS<br/>OFFERED?</b> |  |
| <b>SIGNATURE OF BIDDER</b>                                                                                                                   | .....                | <b>DATE</b>                                            |  |
| <b>CAPACITY UNDER WHICH THIS BID<br/>IS SIGNED (Attach proof of authority<br/>to sign this bid, e.g., resolution of<br/>directors, etc.)</b> |                      |                                                        |  |
| <b>TOTAL NUMBER OF ITEMS<br/>OFFERED</b>                                                                                                     |                      | <b>TOTAL BID<br/>PRICE (ALL<br/>INCLUSIVE)</b>         |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                       |                      | <b>TECHNICAL INFORMATION MAY BE<br/>DIRECTED TO:</b>   |  |
| DEPARTMENT/ PUBLIC ENTITY                                                                                                                    | BANKSETA             | CONTACT<br>PERSON                                      |  |
| CONTACT PERSON                                                                                                                               | Ms Eva Ratema        | TELEPHONE<br>NUMBER                                    |  |
| TELEPHONE NUMBER                                                                                                                             |                      | FACSIMILE<br>NUMBER                                    |  |
| FACSIMILE NUMBER                                                                                                                             |                      | E-MAIL ADDRESS                                         |  |
| E-MAIL ADDRESS                                                                                                                               | evat@bankseta.org.za |                                                        |  |

**SBD4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE**

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?

**YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| <b>Full Name</b> | <b>Identity Number</b> | <b>Name of organ of state</b> |
|------------------|------------------------|-------------------------------|
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |

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

2.3.1 If so, furnish particulars:

.....  
 .....  
 .....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD on the table below:

| <b>Supplier registration number (MAAA)</b> | <b>Status (active/inactive/deleted)</b> |
|--------------------------------------------|-----------------------------------------|
|                                            |                                         |
|                                            |                                         |
|                                            |                                         |
|                                            |                                         |
|                                            |                                         |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

### **3 GENERAL DECLARATION**

I, ....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS 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 the invited bids. 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 as follows:

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

1.5 Failure on the part of a bidder to complete and submit BANKSETA's preference points form together with the bid, will be interpreted to mean that preference points are not

claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“bid”** means a written offer in a prescribed or stipulated form into an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (b) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (c) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (d) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (e) **“prices”** includes all applicable taxes less all unconditional discounts.
- (f) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (g) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

| 80/20                                                     | or | 90/10                                                     |
|-----------------------------------------------------------|----|-----------------------------------------------------------|
| $P_s = 80 - 1 \frac{P_t - P_{\min}}{P_{\max} - P_{\min}}$ | or | $P_s = 90 - 1 \frac{P_t - P_{\min}}{P_{\max} - P_{\min}}$ |

(

☐

$P_{min}$

☐

☐

$P_{min}$

☐

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. PREFERENCE POINTS CLAIMED

**THE BIDDER SHOULD COMPLETE THE BANKSETA PREFERENCE  
POINTS CLAIM DOCUMENT BELOW**

#### 5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-  
contracted? (***Tick applicable box***)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

5.1.1 If yes, indicate:

5.1.1.1 What percentage of the contract will  
be  
subcontracted. %

5.1.1.2 The name of the sub-  
contractor.....

#### 6. DECLARATION WITH REGARD TO COMPANY/FIRM

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

6.2 VAT registration  
number:.....

6.3 Company registration  
number:.....

6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
  - ☐ (Pty)
  - Limited
  - [TICK
  - APPLICAB
  - LE BOX]

#### 6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

#### 6.6 COMPANY CLASSIFICATION

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

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

6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the  
company/firm, certify that the points claimed, based on the BANKSETA  
preference points system qualifies the company/ firm for the preference(s)  
shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General  
Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the bidder has claimed or obtained preference points on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule.
  - (e) has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## **BANKSETA PREFERENCE POINTS CLAIM DOCUMENT**

- 1.1 The service provider is requested to complete the form below accurately and fully to show the areas where it wishes to claim preference points. It is the service providers responsibility to ensure that the form is accurately and fully completed.
- 1.2 For shortlisted service providers, BANKSETA may request additional information and evidence to support the preference points claimed.
- 1.3 An entity may claim points based on the same shareholding or persons in more than one category. For example, black female disabled shareholders under 35 who is a SA citizen may lead a business to claim points under Empowerment of women, youth empowerment and empowerment of persons with disabilities.

The BANKSETA will allocate preference points as follows:

| <b>No</b> | <b>Specific Goals</b>                                                                                                                                                                             | <b>80/20 Preference Point system</b> |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1.        | Empowerment of black persons- Ownership by black persons – 51% threshold as explained below                                                                                                       | 7                                    |
| 3.        | Empowerment of Women - Women Ownership- Threshold 33% as explained below                                                                                                                          | 4                                    |
| 4         | Youth Empowerment Youth Ownership – 33% Threshold as explained below                                                                                                                              | 4                                    |
| 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 | 2                                    |
| 6.        | Promotion of small and medium businesses, co-operatives, and non-governmental institutions in all areas- rural and urban areas – as explained below                                               | 3                                    |
|           | <b>Total Points allocated towards specific goals</b>                                                                                                                                              | <b>20</b>                            |

### **1.4 Empowerment of black persons- 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 |                                        | <b>7</b>                                          |                                      |

**IF YES please provide the following details**

| DETAILS OF BLACK OWNERS |                           |           |                                         |                         |
|-------------------------|---------------------------|-----------|-----------------------------------------|-------------------------|
|                         | Full Name of Black Owners | ID Number | Ownership Percentage (via shareholding) | Position in the Company |
| <b>1</b>                |                           |           |                                         |                         |
| <b>2</b>                |                           |           |                                         |                         |
| <b>3</b>                |                           |           |                                         |                         |
| <b>4</b>                |                           |           |                                         |                         |
| <b>5</b>                |                           |           |                                         |                         |
| <b>6</b>                |                           |           |                                         |                         |
| <b>7</b>                |                           |           |                                         |                         |

|           |                              |  |  |  |
|-----------|------------------------------|--|--|--|
| <b>8</b>  |                              |  |  |  |
| <b>9</b>  |                              |  |  |  |
| <b>10</b> |                              |  |  |  |
|           | <b>TOTAL Black Ownership</b> |  |  |  |

The service provider should include information and evidence to support the e preference points claimed being 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 |                                        | <b>4</b>                                          |                                      |

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 |
| <b>1</b>                                               |                           |           |                                         |                         |
| <b>2</b>                                               |                           |           |                                         |                         |

|          |                       |  |  |  |
|----------|-----------------------|--|--|--|
|          |                       |  |  |  |
| <b>3</b> |                       |  |  |  |
| <b>4</b> |                       |  |  |  |
| <b>5</b> |                       |  |  |  |
| <b>6</b> |                       |  |  |  |
|          | 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.

| <b>Preference Point</b>                                                                                                          | <b>Service Provider to Indicate YES OR NO</b> | <b>No of Points per BANKSETA Preference point System</b> | <b>For BANKSETA USE Only Points Claimed</b> |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------------------|---------------------------------------------|
| Does the service provider wish to claim points under Youth Ownership – 33% Threshold. The youth should be South African citizens |                                               | <b>4</b>                                                 |                                             |

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<br>AND/OR<br>to tenderers who employ 5% or more South African persons with disability on a permanent basis. |                                        | <b>2</b>                                          |                                      |

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 |
| <b>1</b>                                                               |                                               |           |                                         |                         |
| <b>2</b>                                                               |                                               |           |                                         |                         |
| <b>3</b>                                                               |                                               |           |                                         |                         |
| <b>4</b>                                                               |                                               |           |                                         |                         |
| <b>5</b>                                                               |                                               |           |                                         |                         |
| <b>6</b>                                                               |                                               |           |                                         |                         |
|                                                                        | 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). |                                        | <b>3</b>                                          |                                      |

IF YES please provide the following details

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

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

#### 1.10 False Information from Bidders

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

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

#### **SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH. BIDDER SHOULD COMPLETE AND SIGN ON THE LAST PAGE**

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

|          | SPECIAL CONDITIONS                                                                                                                                                                                                                                                        | CONFIRMATION |    |                           |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----|---------------------------|
|          |                                                                                                                                                                                                                                                                           | Yes          | No | If no, indicate deviation |
| <b>1</b> | <b>GENERAL</b>                                                                                                                                                                                                                                                            |              |    |                           |
| 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 |              |    |                           |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |           |                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------|
|          | <p>special conditions is offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Responses not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted.</p> <p>Should respondents fail to indicate agreement/compliance or otherwise, BANKSETA will assume that the respondents are <b>not</b> in compliance or agreement with the statement(s) as specified in this request for quotation.</p> |            |           |                                  |
| <b>2</b> | <b>THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |           |                                  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 2.1      | Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |           |                                  |
| <b>3</b> | <b>GENERAL CONDITIONS OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |           |                                  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 3.1      | The General Conditions of Contract must be accepted by signing the last page of this document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |           |                                  |
| <b>4</b> | <b>ADDITIONAL INFORMATION REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |           |                                  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |

|            |                                                                                                                                                                                                                                                                             |            |           |                                  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------|
| 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. |            |           |                                  |
| <b>5</b>   | <b>VENDOR INFORMATION</b>                                                                                                                                                                                                                                                   | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| <b>5.1</b> | <b>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.</b>                                                                                                      |            |           |                                  |

|          |                                                                                                                                                                                                                                                                                                                                                                        |            |           |                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------|
| <b>6</b> | <b>CONFIDENTIALITY</b>                                                                                                                                                                                                                                                                                                                                                 |            |           |                                  |
|          |                                                                                                                                                                                                                                                                                                                                                                        | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 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. |            |           |                                  |
| <b>7</b> | <b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)</b>                                                                                                                                                                                                                                                                      |            |           |                                  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 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.                                                                                                                                                                                                                                               |            |           |                                  |
| <b>8</b> | <b>NON-COMPLIANCE WITH DELIVERY TERMS</b>                                                                                                                                                                                                                                                               |            |           |                                  |
|          |                                                                                                                                                                                                                                                                                                         | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |

|     |                                                                                                                                                                                                                                                    |  |  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 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. |  |  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

|          |                                                                                                                                                                                                                                                                                                                                                       |            |           |                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------|
| <b>9</b> | <b>WARRANTS and PAYMENTS</b>                                                                                                                                                                                                                                                                                                                          |            |           |                                  |
|          |                                                                                                                                                                                                                                                                                                                                                       | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 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:<br><input type="checkbox"/> Copy of a cancelled cheque; <input type="checkbox"/> Letter from bank; <input type="checkbox"/> Statement. |  |  |  |
| 9.7 | The contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other monies required to be paid in terms of applicable law.                                                                                                                                                                                                                                           |  |  |  |

|           |                                                                                                                                                                                                                                                                                                   |            |           |                                  |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------|
| 9.8       | No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement. |            |           |                                  |
| <b>10</b> | <b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>                                                                                                                                                                                                                                                 |            |           |                                  |
|           |                                                                                                                                                                                                                                                                                                   | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 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. |            |           |                                  |
| <b>11</b> | <b>RETENTION</b>                                                                                                                                                                                                                                                                                  |            |           |                                  |

|           |                                                                                                                                                                                                                                                                                                                   |            |           |                                  |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------------------|
|           |                                                                                                                                                                                                                                                                                                                   |            |           |                                  |
|           |                                                                                                                                                                                                                                                                                                                   | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 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.<br>Any waiver of this requirement shall be in writing |            |           |                                  |
| <b>12</b> | <b>Dispute Resolution</b>                                                                                                                                                                                                                                                                                         |            |           |                                  |
|           |                                                                                                                                                                                                                                                                                                                   | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 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,<br><br>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br><br>(b) the purchaser shall pay the supplier any monies due the supplier                                          |            |           |                                  |
| <b>13</b> | <b>FORMAT OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT</b>                                                                                                                                                                                                                                                               |            |           |                                  |
|           |                                                                                                                                                                                                                                                                                                                                    | <b>Yes</b> | <b>No</b> | <b>If no, indicate deviation</b> |
| 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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|                |      |
|----------------|------|
| <hr/>          |      |
| NAME OF BIDDER |      |
| <hr/>          |      |
| <hr/>          |      |
| SIGNATURE      | DATE |