



REQUEST FOR BID

PROFESSIONAL SERVICES

BID NUMBER:

BS/2024/RFB521

ADVERT DATE

Tuesday 08 October 2024

CLOSE Date:

Tuesday 5 November 2024

Time:

11h00

DESCRIPTION:

APPOINTMENT OF A PANEL OF SOLE PRACTITIONERS/LAW FIRMS/LEGALSERVICE PROVIDERS TO PROVIDE LEGAL SERVICES FOR A PERIOD OF THREE (03) YEARS

ONLINE NON-

Tuesday 15 October 2024 at 11h00

COMPULSORY BRIEFING

BRIEFING CONTACT

Send Email to obtain Briefing link to evat@bankseta.org.za and scm@bankseta.org.za

Respondent details

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

Company Name:	
Contact person:	
Company physical address	
Email:	
Telephone:	
Mobile number:	
Date:	

Original copy of documents or copy - Mark with X	ORIGINAL		COPY	
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1. BANKSETA BACKGROUND

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

Skills development has been identified as a key requirement for economic growth in South Africa, as a result, the Skills Development Act provides a framework for the development of skills in the workplace. For further details on the BANKSETA, visit www.bankseta.org.za and refer to the 2022/23 annual report under Media Centre/publications.

2. PURPOSE AND OBJECTIVES OF THE PROJECT

- 2.1. The BANKSETA seeks to appoint a panel of four (04) legal service providers to provide legal services for BANKSETA for a period of three (03) years.
- 2.2 The services required can be categorized but not limited to the following:
 - 2.2.1 General legal services required from time to time,
 - 2.2.2 Vetting and/or drafting of BANKSETA contracts / service level agreements (SLA) / memorandum of agreement (MOA) / memorandum of understanding (MOU),
 - 2.2.3 Interpretation of legal matters,
 - 2.2.3 Consultation on employee relations and serve as BANKSETA legal counsel,
 - 2.2.4 Vetting of the BANKSETA policies and procedures.

3. SCOPE OF WORK

The legal service providers would be expected to do the following among other legal services:

- 3.1 Provide legal opinions on the interpretation of corporate governance matters, public entity legislation, and skills development related legislation, review of high risk and complex contracts as well as stakeholder consultation. Provide litigation support on such matters including any other courts of law, statutory tribunals and other bodies.
- 3.2 Provide legal services and advice related to internal business unit matters including representation of the BANKSETA in court and general litigation.
- 3.3 Provide legal services and advise for HR and employee related matters.
- 3.4 Review and advise on legal ramifications of amendments of BANKSETA operational and policy matters

3.5 Commercial and litigation Law

3.5.1 Attend to Civil Litigation on behalf of the BANKSETA, either in the court of law or through arbitrations. Attorneys are required to have an in-depth practical knowledge of civil litigation procedures through arbitration or in the High Court and Magistrates' Court.

3.5.2 Attorneys are required to have practical knowledge of:

3.5.2.1 The entire spectrum of Public Sector Law, and the related regulatory environment, but not limited to knowledge of relevant legislation, including the Constitution of the Republic of South Africa, Skills sector, education and training, Banking and microfinance sector, Promotion of Administrative Justice Act, Preferential Procurement Policy Framework Act and Public Finance Management Act (including all relevant practice notes and regulations)

3.6 Commercial Contract Drafting

3.6.1 Practical knowledge is required of all spheres of civil, commercial and public law including but not limited to knowledge and application of the standard forms of contract, including the Government Procurement, General Conditions of Contract and Special Conditions of Contract. Over and above the above-mentioned standard forms of contract, Attorneys may be required to attend to drafting, negotiation and interpretation of commercial agreements more specifically but not limited to;

- ✓ Service Level Agreements (SLA)
- ✓ Memorandum of Agreements (MOA)
- ✓ Bursary, Internship and Learnership Agreements
- ✓ Employment Agreements
- ✓ Memorandum of Understandings (MOU)

3.7 Employment Law/Labour

3.7.1 Legal opinion and advise pertaining to the BANKSETA business;

3.7.2 Legal advice on HR matters, including handling and representing BANKSETA on industrial relations matters, inclusive of appearance at the CCMA, Labour Court and Labour Appeal Court;

3.7.3 Mediation/ conciliation of labour, commercial and civil disputes;

3.7.4 Service Providers to assist with arbitration of labour and commercial disputes;

3.7.5 Investigation of Allegations of Misconduct;

3.7.6 Assist in drafting of Wage Negotiations and Bargaining forums;

3.7.7 Assist in disciplinary hearings and appeal hearings;

3.7.8 Application of Labour and Employment Law, including but not limited to investigations, initiating, chairing disciplinary hearings and appeals, facilitating, mediating and arbitrating internal disciplinary and other disputes.

3.8 Contract Vetting

3.8.1 The National Treasury and other applicable legislation has determined that all contracts entered between BANKSETA and 3rd parties for the provision of services must be vetted by a competent legal body, either in-house or external. The purpose of the vetting is to ensure that contracts entered are fair and are legally sound to avoid potential litigation and possible fraud and corruption.

4. COMPETENCY AND EXPERTISE REQUIREMENTS

The Service Provider should meet the following requirements:

- . 4.1 The Senior partner / Team leader required in clause 4.4.1 below, must be registered with Legal Practice Council of South Africa and provide valid certificate/letter of good standing and must be in possession of a Fidelity Fund Certificate in accordance with the Legal Practice Act 28 of 2014.
- 4.2 The prospective provider must have been practicing law for at least 5 years as a company or sole proprietor or partners in law and should submit information to that effect.
- 4.3 The prospective bidders should submit three signed contactable references letters on letterhead relating to legal services rendered by the prospective bidders.

The reference letters should:

- Be on the client's letterhead,
- Be signed and dated
- Indicate the type of legal services done,
- Indicate the month and the year the work was done (please note that the work should have been done within ten (10) years from the tender closing date).
- Show the client contact details (being the contact's name, phone and/or email address).

4.4 The service provider should provide a team to handle BANKSETA's account which includes at least following:

4.4.1 One Senior partner / Team leader who

- Has at least five (05) years' experience practicing law;
- holds a minimum of NQF Level 7 qualification in Bachelor of Law/LLB/ B Juris;
- is registered with the Legal Counsel; and
- holds a valid letter of good standing.

4.4.2 at least one team member/Attorney in Law who

- is an Attorney with at least three (03) years' experience in law;
- holds a minimum of NQF Level 7 qualification in Bachelor of Law/LLB/ B Juris;
- is registered with the legal Counsel; and

- holds a valid certificate of good standing.

The service provide should submit the abridged CVs/resumes & copies of qualifications, registrations and letters of good standing of the team.

- .4.5 The service provider should submit a business proposal outlining its staff, main clients and main services.

5. DURATION OF THE CONTRACT

- 5.1 The contract will be valid from the contract signing date by both parties for a period of three (03) years.
- 5.2 BANKSETA reserves the right to terminate or continue with the contract based on the yearly assessment of performance.

6. PRICING STRUCTURE

N.B: The Pricing Schedule must be completed as per the attached annexure A. Failure to comply with requirements will lead to disqualification of the bidder.

- 6.1 The successful legal service providers will form a panel.
- 6.2 For each piece of work requested by BANKSETA all panel members will be requested to quote through a competitive request for quotation (RFQ) process. The award for the particular work will be to the highest scoring quote/bid.
- 6.3 The attached pricing sheets (Appendix A) should be completed in full. **The BANKSETA will not entertain pricing adjustments after the signing of the contract**, and it is therefore important that all pricing elements are disclosed.
- 6.4 The pricing sheet should show VAT separately.
- 6.5 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 6.6 All pricing assumptions, excluded costs and estimated costs should be clearly documented. The BANKSETA assumes that the pricing document as supplied is complete and covers all costs associated with this project.

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

7. SUBMISSION REQUIREMENTS

- 7.1 All submissions should be delivered in individual envelopes as per clause 7.4.
- 7.2 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA.
- 7.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.
- 7.4 Documents should be submitted as follows:

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

7.4.1 An Envelope 1 – Original

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

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

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

Description of the Submission: **APPOINTMENT OF A PANEL OF SOLE PRACTITIONERS/LAW FIRMS/LEGALSERVICE PROVIDERS TO PROVIDE LEGAL SERVICES FOR A PERIOD OF THREE (03) YEARS - RFB2024/521**

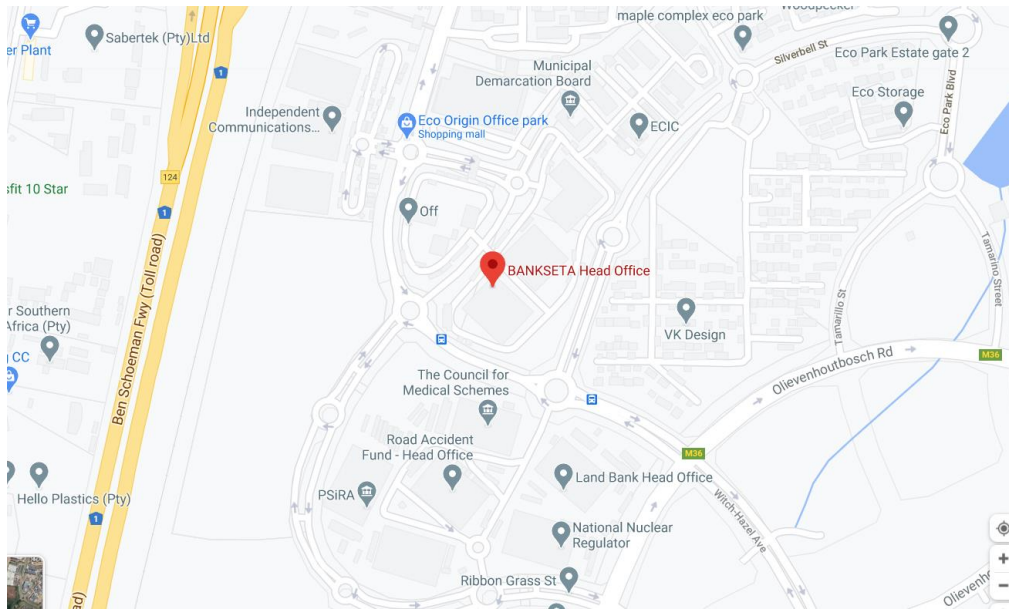
7.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.

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

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

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

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



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

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

7.10 A tender will be considered late if received after the specified date and time.

Service providers are therefore strongly advised to ensure that Tenders be despatched allowing enough time for any unforeseen events that delay the delivery of the Tender.

8. ENQUIRIES/COMMUNICATION

8.1 Contact person for enquiries regarding the tender document:

Ms Eva Ratema

Title: Specialist: Supply Chain Management

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

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

8.3 All clarifications or enquiries should be made in writing and received by the BANKSETA at least 10 days before closing date of the Tender. Telephonic requests for clarification will not be accepted.

8.4 All questions received after the non-compulsory briefing session and the BANKSETA's answers will be updated on the BANKSETA website under the tender for all service providers' information.

Kindly check BANKSETA's website for this information before finalisation of your bid.

Should your questions not be included on the website kindly escalate this matter to Rapulas@bankseta.org.za and Beaulad@bankseta.org.za at least 10 days before the tender closes.

8.5 ESTIMATED RFB TIMELINES

Activity	Time	Date
Tender advert		Tuesday 08 October 2024
Non-compulsory Virtual Briefing Bidders who wish to attend an online briefing session should indicate in writing within a week after advertising date.	11:00	Tuesday 15 October 2024
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	Close of Business (C.O.B)	Tuesday 22 October 2024
Closing date	11h00	Tuesday 5 November 2024
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	Within 3 weeks of tender closing
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	within 3 weeks of tender closing
Provisional Contract Award	C.O. B	30 November 2024
Contract Signatures	C.O.B.	10 December 2024

9. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

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

10. COMPLIANCE STATUS

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

10.2 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.

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

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

11. 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 11.1.

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

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

1.	Submission of the proposal (response document) and the Pricing schedule Annexure A The Pricing Schedule must be completed as per the attached annexure A. Failure to comply will lead to disqualification
2.	Submission of the following fully completed and signed returnable documents: - SBD 1 Invitation to submission - SBD 4 Bidder's Disclosure - SBD 6.1 Preference points claim form (complete the part that is applicable to the BANKSETA PREFERENCE POINTS CLAIM DOCUMENT).
3.	Special Conditions that the bidder needs to accept by signing the last page and submit.
4.	Submission of 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)
5.	The bidder must have practised law in the past 5 years. The bidder must submit a company profile, indicating the year in which the firm /sole practitioner started practising law.
6.	Fidelity Fund Certificate for the Senior Partner/ Team Leader The bidder must submit a Fidelity Fund Certificate for Senior Partner/ Team Leader who will be tasked to work with BANKSETA. Note that This should be the same Senior Partner/team Leader that is to be evaluated under criteria 1 in the technical/functional evaluation paragraph 12 below.

11.1 JOINT VENTURE

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

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

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

11.1.4 Submission of a joint BANKSETA PREFERENCE POINTS CLAIM DOCUMENT.

12. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	SUB-CRITERION WEIGHTING %	TOTAL WEIGHT %
1. QUALIFICATIONS, KNOWLEDGE AND EXPERTISE OF SENIOR PARTNER/TEAM LEADER The name of the person assigned to be Senior Partner/Team Leader should be given in the table at the end paragraph 12. The evaluation is split under sub-criteria 1.1 and 1.2 below		35
1.1 QUALIFICATION AND EXPERIENCE OF SENIOR PARTNER/TEAM LEADER The bidder should provide a team that includes a person assigned to be Senior Partner/Team leader who: a) Has a minimum of NQF Level 7 qualification in Bachelor of Law/LLB/ B Juris b) Has at least Five (05) years' post admission experience	20	

practicing law. c) Has Admission to practice as an attorney d) Holds a valid Certificate/Letter in good standing from the relevant Legal Practice Council The bidder should submit the following for the person assigned to be the Senior Partner/Team leader . - copies of the qualifications covering all qualification requirements, - copies of the letters/certificates/documents/proof covering all admission/registration and good standing requirements, - summarised CV/resume/professional profile showing clearly the years of relevant experience. On evaluation BANKSETA will score as the following: • Not complying with all the above requirements = 0 Points - Complying with all the above requirements = 5 Points		
1.2 AREAS OF EXPERTISE OF THE SENIOR PARTNER/TEAM LEADER The Senior Partner/ team leader must demonstrate experience by providing record of attendance and/or a brief summary of three matters that the Senior Partner/team leader has worked on relating to: • Commercial and Civil Litigation , and • Commercial Contract Drafting, and Labour and employment law On evaluation BANKSETA will score as the following: • Commercial and Civil Litigation experience shown = 2 Points • Commercial Contract Drafting experience shown = 1 Point • Labour and employment law experience shown = 2 Points The Senior Partner/Team Leader must be fully compliant with the requirements in sub-criterion 1.1 to be eligible for scoring on the areas of expertise in sub-criterion 1.2	15	
2. QUALIFICATION AND EXPERIENCE OF THE TEAM		15

MEMBER/ ATTORNEY IN LAW The name of the person assigned to be Team Member/Attorney at Law should be given in the table at the end of paragraph 12. The bidder should provide a team that includes a person assigned to be Team Member/Attorney at Law who: - Holds a minimum of NQF Level 7 qualification in Bachelor of Law/LLB/ B Juris - Has at least Three (03) years' post admission experience practicing law. - Has admission to practice as an attorney - Holds a valid Certificate of good standing with the Legal Practice Council The bidder should submit the following for the person assigned to be the Team Member/Attorney at Law. - copies of the qualifications covering all qualification requirements, - copies of the letters/certificates/documents/proof covering all admission/registration and good standing requirements, - summarised CV/resume/professional profile showing clearly the years of relevant experience. On evaluation BANKSETA will score as the following: • Not complying with all the above requirement = 0 Points • Complying with all the above requirement = 5 Points		
3.TRACK RECORD OF THE BIDDER THROUGH REFERENCES LETTERS The bidder should provide formal contactable references letters from clients as proof of Legal services rendered. The reference letters should: • Be on the client's letterhead, • Be signed and dated • Indicate the type of work done, • Indicate the month and year the work was done (please note that the work should have been done within ten (10) years from the tender closing date). • Show the client contact details (being the		40

contact's name, phone and/or email address). On evaluation BANKSETA will score as the following: 1 Reference letter = 2 Points 2 References letter = 3 Points 3 References letter = 5 Points		
4. THE BIDDER'S INFRASTRUCTURE RESOURCES AND PROOF OF EXISTENCE. Confirmation of the premises from which the bidder conducts its business (i.e. proof of lease agreement/proof of building ownership). On evaluation BANKSETA will score as the following: - Not submitted = Points 0 - Submitted = Points 5		10
TOTAL WEIGHTING	100 %	
MINIMUM WEIGHTING THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION	70 %	

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

The prospective bidder is required to provide a list of team members in line with criteria 1 and 2

TEAM ASSIGNED

ROLE	NAME	SURNAME
Senior Partner /Team Leader		
Team Member/Attorney in Law		

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

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

Where:

- Pf – is the percentage/weighting scored for functionality for that criterion by

Request for Bid under consideration.

- So – is the total score evaluated out of 5 by the BANKSETA for the criterion of the Request for Bid in question.
- Ap – is the percentage allocated for functionality for the criterion or sub-criterion
- Ms – is the maximum score possible per criterion or sub-criterion which is 5.

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

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

The percentages for all criteria/sub-criteria are added together to reach the final percentage or weighting.13.3 Any proposals not meeting a minimum total weight threshold of **70 percent or 70 weighting** on functionality/technical evaluation will not participate in the price/preference points evaluation.

14. PRICE AND PREFERENCE POINTS EVALUATION

The tender will be evaluated using the following:

80/20 PRICEPREFERENCE POINT SYSTEMS

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

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

80/20

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

Where

P_s = Points scored for price of bid under consideration.

P_t = Price of bid under consideration.

P_{min} = Price of lowest acceptable bid.

14.1 PREFERENCE POINTS UTILISING BANKSETA GOALS

In terms of Gazette 2721, the BANKETA has allocated preference points to be awarded to tenderers who meet certain BANKSETA Goals as follows:

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

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

EXPLANATIONS

14.1.1 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.

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

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

14.1.4 Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability AND/OR to tenderers who

employ 5% or more South African persons with disability on a permanent basis. Disability ownership will be determined by the shareholding of the enterprise owned by such a South African citizen person with disability OR by enterprises whose permanent staff complement consists of 10% or more South African citizen persons with disabilities. The disabilities need to be legally verifiable for points to be claimed.

An entity may only claim once under this category regardless of if it qualifies under both South African citizen persons with disabilities ownership and employment of South African persons with disability.

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

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

14.1.7 False Information from Bidders

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

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

The points scored by a bidder in respect of the **PREFERENCE POINTS UTILISING BANKSETA GOALS** contribution will be added to the points scored for price to arrive at the overall score. Points will be rounded off to the nearest 2 decimals. If two or more tenders have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals or **PREFERENCE POINTS UTILISING BANKSETA GOALS** contribution.

15. REVIEW PROCESS

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

16. TENDER CONDITIONS

- 16.1 BANKSETA reserves the right to withdraw or amend terms of reference by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.
- 16.2 BANKSETA reserves the right not to award this tender or partially award the tender.
- 16.3 The cost of preparing the applications will not be reimbursed.
- 16.4 The BANKSETA reserves the right to conduct a due diligence (including site visits, capacity, assessment, and financial capability assessment) on short listed tender submitters before contracting.
- 16.5 BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.
- 16.6 BANKSETA shall not be liable for any direct, indirect, consequential or other losses or damages including loss of profit that may be incurred by any person including, but not limited to, an Applicant, Short Listed Applicant or Successful Applicant, or any director, officer or associated company thereof, as a result of any reliance on or use of information supplied in response to this tender or as a result of the tender process contemplated in this tender document.
- 16.7 BANKSETA makes no representations, undertakings, or warranties whatsoever to any person in respect of the tender or any information contained in the tender.
- 16.8 This tender is confidential and proprietary to BANKSETA and may not be used, reused, copied, or distributed for any purpose, other than in relation to the tender process, without BANKSETA's prior written consent.

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

17. REVIEW PROCESS

- 17.1 In order to evaluate and adjudicate proposals effectively, it is imperative that applicants submit responsive applications. To ensure an application will be regarded as responsive it is imperative to comply with all conditions pertaining to the application and to complete all the mandatory fields and questionnaires.
- 17.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- 17.3 All proposals will go through Evaluation Committee for evaluation on functionality.
- 17.4 The proposals from the tender evaluation committee will be tabled before the Bid Adjudication Committee (BAC).
- 17.5 **The validity period of proposals is 150 days after closing.**

18. REASONS FOR REJECTION

- 18.1 Applicants shall not contact BANKSETA on any matter pertaining to the application from the time the application is closed to the time the application has been adjudicated. The results of the Tender will be published by the BANKSETA on portal any other platform which was advertised. Any effort by an applicant to influence the evaluation, application comparisons or application award decisions in any matter, may result in rejection of the applicant concerned.
- 18.2 BANKSETA shall reject a submission if the applicant has committed a proven corrupt or fraudulent act in competing for a particular contract.

19. BRANDING CONDITION/CLAUSE

- 19.1 The Banking Sector Education and Training Authority (BANKSETA)'s brand value is vital for the positioning of the organisation's brand reputation to the various target markets that BANKSETA provides services to. It is therefore paramount that service providers appointed by the BANKSETA adhere to the organisation's corporate identity guidelines whereby material is to be produced for learning programmes, programme research publications, promotional material, public relations whereby the BANKSETA is the funder of such programmes or materials.

- 19.2 Whereby project is fully funded by the BANKSETA, BANKSETA will be deemed the sole or primary brand unless in instances whereby certification by institutions of higher learning advise in advance that for certification of qualifications, their branding guidelines prohibit dual branding on certificates. In this regard, the respective institution or service provider is expected to provide a corporate identity manual or letter of confirmation that for certification, only their branding is allowed and provide reasons for such.
- 19.3 In instances whereby promotional material, press releases and other material is produced for BANKSETA funded programs/projects, the BANKSETA remains the hero brand. There may be agreement between the BANKSETA, training providers, other SETAs, and other collaborative partners to co-brand whereby the BANKSETA is still the funder or primary funder. In such instances, the BANKSETA will remain the hero or primary brand. Prior approval is required from the BANKSETA's Marketing and Communications Manager prior to any promotional items, corporate gifts, publications, and press releases being produced, distributed or published.
- 19.4 The exception for the BANKSETA being the only primary brand, applies in circumstances whereby the partnership is of equal contribution whereby funding is concerned. This means that partners will have equal brand status. The corporate identity manual will be provided to all that enter contracts with the BANKSETA through the respective operational departmental representatives.

20. Fraud Alert:

- 20.1 The BANKSETA does not charge for any documents or information or any matter in regard to any procurement or any BANKSETA work.
- 20.2 Bidders should not pay any person or company in regard to any tender or RFQ or procurement transaction.
- 20.3 The BANKSETA is aware of fraudsters approaching potential bidders purporting to be able to influence tenders or RFQ for a fee.
- 20.4 Some of these fraudsters may also try to impersonate BANKSETA staff and may have details of your bids which they obtain from the legislated tender reporting.
- 20.5 Bidders are warned that they should NOT pay any person or entity in regard to BANKSETA procurement.
- No one is able to influence any tender or RFQ outcome.
- 20.5 Any approaches from any person or entity in this regard should be reported to the BANKSETA fraud hotline on 0800 204 661.
- Bidders are requested to give as much detail as possible in any reports so the BANKSETA can investigate the matter and take action against the perpetrators.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA

BID NUMBER:	BS/2024/RFB521	CLOSING DATE:	Tuesday 05 November 2024	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A PANEL OF SOLE PRACTITIONERS/LAW FIRMS/LEGAL SERVICE PROVIDERS TO PROVIDE LEGAL SERVICES FOR A PERIOD OF THREE (03) YEARS				

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

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

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

SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
---	---	---	--

SIGNATURE OF BIDDER		DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)	
--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
-------------------------------	--	---------------------------------	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
---	---

DEPARTMENT/ PUBLIC ENTITY	BANKSETA	CONTACT PERSON	
CONTACT PERSON	Ms Eva Ratema	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE	

		NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	evat@bankseta.org.za		

SBD4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

enterprise, in table below.

2.2

Full Name	Identity Number	Name of State institution

Do
you, or
any
person
connected
with the
bidder,
have a

relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting

the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF BANKSETA
PREFERENCE POINTS CLAIM**

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference points using BANKSETA's preference point.

1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to complete and submit BANKSETAs preference points form together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

$$P_s = 80 \left| 1 - \frac{P_t - P_{\min}}{\quad} \right| \quad \text{or} \quad P_s = 90 \left| 1 - \frac{(P_t - P_{\min})}{\quad} \right|$$

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. PREFERENCE POINTS CLAIMED

THE BIDDER SHOULD COMPLETE THE BANKSETA PREFERENCE POINTS CLAIM DOCUMENT BELOW

5. SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

5.1.1.1 What percentage of the contract will be subcontracted. %

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

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

6.2 VAT registration number:.....

6.3 Company registration

number:.....

6.4 TYPE OF COMPANY/ FIRM

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

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

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

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

business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the bidder has claimed or obtained preference points on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule
 - (e) has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	--

BANKSETA PREFERENCE POINTS CLAIM DOCUMENT

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

The BANKSETA will allocate preference points as follows:

No	Specific Goals	80/20 Preference Point system
1.	Empowerment of black persons- Ownership by black persons – 51% threshold as explained below	7
3.	Empowerment of Women - Women Ownership- Threshold 33% as explained below	4
4	Youth Empowerment Youth Ownership – 33% Threshold as explained below	3

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

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

Black Person Ownership

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

- (a) who are citizens of the Republic of South Africa by birth or decent; or
- (b) who became citizens of the Republic of South Africa by naturalisation –
 - (i) before 27 April 1994.
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

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

IF YES please provide the following details

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

5				
6				
7				
8				
9				
10				
	TOTAL Black Ownership			

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

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

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

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

IF YES please provide the following details

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

2				
3				
4				
5				
6				
	TOTAL WOMEN OWNERSHIP			

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

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

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

Preference Point	Service Provider to Indicate YES OR NO	No of Points per BANKSETA Preference point System	For BANKSETA USE Only Points Claimed
Does the service provider wish to claim points under Youth Ownership – 33% Threshold. The youth should be South African citizens		3	

IF YES please provide the following details

DETAILS OF YOUTH OWNERS WHO ARE SOUTH AFRICAN CITIZENS				
	Full Name of Black Owners	ID Number	Ownership Percentage (via shareholding)	Position in the Company
1				
2				
3				
4				
5				

6				
	TOTAL YOUTH OWNERSHIP			

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

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

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

AND/OR

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

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

OR

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

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

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

basis.			
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IF YES please provide the following details

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

AND/OR

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

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

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

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

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

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

IF YES please provide the following details

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

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

1.10 False Information from Bidders

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

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

**SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH AND
SIGN AT THE END**

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

	SPECIAL CONDITIONS	CONFIRMATION		
		Yes	No	If no, indicate deviation
1	GENERAL			
1.1	Respondents must indicate compliance or noncompliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant special conditions by marking the YES box and noncompliance by marking the NO box. The bidder must clearly state if a deviation from these special conditions is offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Responses not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted. Should respondents fail to indicate agreement/compliance or otherwise, BANKSETA will assume that the respondents are not in compliance or agreement with the statement(s) as specified in this request for quotation.			
2	THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT			
		Yes	No	If no, indicate

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

6	CONFIDENTIALITY			
		Yes	No	If no, indicate

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

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

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

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

	and/or against the quoted price and/or as specified, BANKSETA must be given immediate written notice to this effect.			
--	--	--	--	--

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

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

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

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

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

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

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

NAME OF BIDDER

SIGNATURE

DATE