



**REQUEST FOR BID
PROFESSIONAL SERVICES**

BID NUMBER: BS/2026/RFB557

ADVERT DATE [Monday 29 June 2026](#)

CLOSE Date: [Wednesday 22 July 2026](#)

Time: 11h00

DESCRIPTION: **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS LOCATED IN SOUTH AFRICA TO PROVIDE QUALITY ASSURANCE AND VERIFICATION SERVICES OF PERFORMANCE INFORMATION FOR SELECTED DISCRETIONARY GRANT FUNDED PROJECTS**

ONLINE NON- [Monday 06 July 2026 at 11h00](#)

COMPULSORY <https://teams.microsoft.com/meet/362854199884660?p=jSVDs7EljMvoyEz1FT>

BRIEFING

CONTACT 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	ORIGINA L		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 2024/25 annual report under Media Centre/publications.

2. THE PURPOSE AND OBJECTIVES OF THE PROJECT

The purpose of this project is to provide quality assurance and verification services for selected Discretionary Grant projects. A minimum of three (03) to a maximum of four (04) qualified panellists will be appointed to provide administrative support and process performance information. This will include conducting quality assurance and verification of performance data related to Discretionary Grant-funded projects

The appointed service providers will be required to manage the process of tracking progress and submission of deliverables for the BANKSETA Discretionary Grant funded projects for a group of stakeholders. This will include but not be limited to the following services:

- Provide administrative duties with regard to selected contracts for the Discretionary Grants Projects.
- Check the quality of learner evidence packs to ensure they are aligned to the technical indicator descriptors
- Recommend for payment in accordance with the contracted payment schedule

3. BACKGROUND TO THE ASSIGNMENT

In line with legislation, BANKSETA offers discretionary grants projects to fund various training and development project activities to stakeholders within its sector. The BANKSETA advertises a with guidelines and criteria and stakeholders submit applications which are evaluated and awarded. BANKSETA aims to award discretionary grants to as many as

possible qualifying stakeholders throughout South Africa. BANKSETA then enters into memorandum of agreements (MoAs) for the awarded grants with the stakeholders.

The BANKSETA awards DISCRETIONARY GRANT FUNDED PROJECTS to all stakeholders in the Banking and Alternative Banking Sector for training and development each year. This is for employed as well as unemployed beneficiaries.

The BANKSETA is seeking to appoint a minimum of three (03) to a maximum of four (04) qualified panellists who are located in South Africa to provide quality assurance and verification services for selected Discretionary Grant stakeholder's contracts arising from Discretionary Grant Funding Window applications. This will cover all nine (9) provinces. The service providers must be prepared and, in a position, to manage stakeholders who have a national footprint and therefore have training activities throughout South Africa. The service providers need to be prepared to manage the project efficiently and effectively.

The BANKSETA currently has over 700 such Discretionary contracts with stakeholders in all nine (9) provinces in South Africa. Further discretionary grant funding windows will be undertaken, and new stakeholder training contracts entered into this year and in future years. The stakeholder training contracts are normally between 12 months to 24 months.

This funding for Discretionary projects will specifically address the ambit of learning programmes such as Registered Learnerships for the Employed and Unemployed, Registered Skills Programmes Employed and Unemployed including EISA/Board Exams, Internships for Unemployed, and Bursaries (Undergraduates, Post-Graduates, Honours and master's Level,

4. STRATEGIC OBJECTIVES AND GENERAL INFORMATION

Discretionary programmes are meant to improve the probability of employment (in the case of unemployed beneficiaries) or enhance skills (in the case of existing employees). The BANKSETA wishes to provide and promote relevant, quality education to the Banking and Alternative Banking Sector through the implementation of the Discretionary Grant as per the regulations as set out by the Department of Higher Education and Training (DHET).

The regulations together with the Discretionary Grant Policy will guide and govern the allocation of the BANKSETA funding for Discretionary Programmes in a transparent, open, and fair way, which will allow qualifying stakeholders access to funding and further enable and support skills development.

4.1 **Assignment Objectives:**

The purpose of this assignment is to procure a minimum of three (03) to a maximum of four (04) qualified panellists to provide quality assure and verify selected discretionary grant stakeholder contracts.

5. **THE ASSIGNMENT SCOPE:**

The service providers will be expected to quality assure and verify supporting documentation (performance information_for selected discretionary grant funded projects using recognised Project Management Principles for example PMBOK and the PRINCE II methodology. The service providers will also be expected to ensure evidence packs are aligned to the applicable technical indicator descriptors.

The appointed service providers will be required to familiarise themselves and adhere to the: Applicable legislation that governs the SETA and its environment such as:

- Skills Development Act Amended 2008,
- Skills Development Levy Act
- Public Finance Management Act
- Workplace Based Learning Programmes Regulations.
- BANKSETA Discretionary Grant Policy.
- All applicable Guidelines in relation to all Discretionary Grant Funding Windows

BANKSETA reporting requirements such as the DHET National Skills Development Plan (NSDP) reporting template (DHET validation framework)

5.1 The service providers will be expected to manage the following deliverables:

- 5.1.1 Request learner evidence for quality assurance timeously.
- 5.1.2 Request tranche invoices from stakeholders after learner evidence have been quality assured.
- 5.1.3 Request corrections/remedials from stakeholders for incorrect performance information submitted.
- 5.1.4 Coordinate the submission of no utilization and underutilization letters from stakeholders resulting from submitted performance information.
- 5.1.5 Compile listing of quality assured and verified learners and submit together with learner evidence packs to BANKSETA for validation and reporting.

5.1.6 Conduct regular project reviews on progress and highlight issues and risks monthly to the BANKSETA team.

5.2 The service provider should make information available for submission for Audit purposes and assist with Internal Audit and Auditor General requests for information (RFIs) in relation to the contacts administered.

5.3 Size of the Discretionary Grant Project:

The project involves stakeholders that are spread across the country. The project load (number of stakeholders) will be divided equitably into clusters with numbers of learners indicated below:

Table 1

Services Providers (SP =service provider)	Number of Organisations approved (based on Previous Funding Window submissions)	Estimated Number of Learners (this could differ from year to year)
1. Service Provider 1	± 20 - 40 applicants	This could be from 500 up to 2,500 learners per group of stakeholders. This is also dependent on the number of contracts approved.
2. Service Provider 2	± 20 - 40 applicants	This could be from 500 up to 2,500 learners per group of stakeholders. This is also dependent on the number of contracts approved.
3. Service Provider 3	± 20 - 40 applicants	This could be from 500 up to 2,500 learners per group of stakeholders. This is also dependent on the number of contracts approved.
4. Service Provider 4	± 20 - 40 applicants	This could be from 500 up to 2,500 learners per group of stakeholders. This is also dependent on the number of contracts approved.

5.3.1 The full project involves an estimated 30,000 learners spread across the country from different stakeholders, the allocation to the service providers will be determined by the need and lack of capacity internally.

5.3.2 The service providers will be expected to administer, and manage.

- existing stakeholder training contracts and
- Additional stakeholder training contracts that the BANKSETA will enter in 2026/27 and future years.

The normal contract length for these contracts is between 12 months and 24 months depending on the length of the occupational qualification.

- 5.3.3 The service providers must assign a Projects Manager that will be responsible for managing the selected Discretionary Grants funded projects allocated to the service provider.

6. THE ROLE OF THE SERVICE PROVIDER

- 6.1 The Service Provider/s will assume responsibility and accountability for quality assurance, verification, and administration of Discretionary Grant performance information of the stakeholder Discretionary Grant contracts, including.

6.1.1 Implement the work using skilled staff that are knowledgeable and can create and maintain a project management environment for the implementation of the DISCRETIONARY GRANT FUNDED PROJECTS for Employed and Unemployed Beneficiaries.

6.1.2 Assign a Project Executive/Project Manager or person in charge of the project to be the BANKSETA contact persons for all work.

6.1.3 Ensure overall stakeholder engagement and feedback done for the contracts that the service provider is responsible for.

6.1.4 Learner information needs to be always kept confidential as BANKSETA enforces the Protection of Personal Information as per POPIA.

6.1.5 Provide proof that learner information will be kept in a safe and secure facility.

- 6.2 The Service Providers should ensure that they have an established office, which includes:

6.2.1 office infrastructure for example office space, computer equipment, document storage. This will be the programme office in which the overall DISCRETIONARY GRANT FUNDED PROJECTS contract management pertinent to this assignment can be conducted in a stable and consistent manner allowing the service provider team to actively monitor progress and to provide reliable and dependable tracking of data and reports.

- 6.3 The service provider will undertake the following activities when implementing the Discretionary Grant Funding Window, i.e.

6.3.1 Familiarize themselves and adhere to the BANKSETA Discretionary Grant Policy and adhere to the BANKSETA DISCRETIONARY GRANT FUNDED PROJECTS Guidelines.

6.3.2 Support and adhere to the objectives and expectations of BANKSETA with respect to the above-mentioned funding window.

6.3.3 BANKSETA will discuss expectations of project deliverables, such as the scope and internal procedures with the Service Providers to organise planning activities for the project for the Number of Stakeholders that they will be responsible for.

- 6.3.4 Familiarise themselves and adhere to the BANKSETA's reporting requirements, such as the DHET National Skills Development Plan (NSDP) reporting template and requirements (DHET validation framework).
- 6.3.5 Set-up facilities for the receipt of beneficiary Performance Information relating to the contracts with stakeholders which they will be responsible for.
- 6.3.6 Assist stakeholders to comply with Project Management Methodology that BANKSETA uses, BANKSETA will share the required customised Project Management templates with the appointed service provider/s.
- 6.3.7 Create a central repository with a systematic filing system for all project related documentation.
- 6.3.8 Utilise a project tracking and reporting instrument.
- 6.3.9 Review and finalise project plans per group of stakeholders assigned to the service provider.
- 6.3.10 Deliverables and due dates will be approved, and checkpoints and milestones will be agreed to with the BANKSETA. These deliverables include, but is not limited to:
- 6.3.11 Conduct regular contract reviews and use the output of these reviews to update project plans, highlight issues, and produce management reports for BANKSETA management. These reports should include learner success stories for future BANKSETA use.
- a) Update BANKSETA with contract/project progress on a monthly basis (or as agreed with the BANKSETA).
 - b) Identify, review, and eliminate contract/project risks where possible. Mitigate project risks where they cannot be eliminated and manage on a continuous basis. Alert BANKSETA to any risks and indicate how those will be managed.
 - c) Set-up of regular Steering committee meetings between BANKSETA, stakeholders and the service provider and agree on the feedback interfaces. The format and content of the feedback to stakeholders will be agreed upon beforehand.
 - d) Be the secretariat for the Steering Committee.
 - e) Provide draft contract/project plan for the contracts they are responsible for.
- 6.3.12 The service providers should have an existing document management system.
- 6.3.13 Escalate issues to the BANKSETA where necessary.
- 6.3.14 Follow up on bottlenecks and project inefficiencies and escalate to BANKSETA.
- 6.4 Undertake the following activities relating to receipt of beneficiary performance information and requesting of tranche invoices from stakeholders, i.e.
- 6.4.1 Adhere to the steps that needs to be followed when tranche invoices are requested, and tranche payments are executed.
 - 6.4.2 Adhere to the BANKSETA's accounting processes and the necessary financial controls.

- 6.4.3 Advise the Stakeholders of acceptable invoicing requirements so as to expedite the processing of invoices.
- 6.4.4 Appropriate audit requirements and other controls must be put in place in respect of the budget and records of the payments to the relevant stakeholders.
- 6.4.5 Follow up with the stakeholders to ensure the submission of correct performance information, invoice/s.
- 6.5 Undertake the following activities relating to audit requirements and requests, i.e.
 - 6.5.1 Appropriate audit requirements and other controls should be put in place in respect of the invoice, supporting documents of the payments to the relevant stakeholders.
 - 6.5.2 Assist BANKSETA Discretionary Grants teams with any audit request that may be received from Internal Audit and/or the Auditor General for the contracts they are responsible for.
- 6.6 Undertake the following activities relating to Data Management and Tracking of Stakeholders (Beneficiary) Performance Information, i.e.
 - 6.6.1 Capture and save the funding performance information per Stakeholders/per contracts and relevant documentation in an appropriate manner and maintain a systematic filing facility for each Stakeholder.
 - 6.6.2 Quality assures of all performance information and ensure that it is accurate and compliant with audit requirements.
 - 6.6.3 Provide the BANKSETA with softcopies of all learners' supporting evidence.
 - 6.6.4 Keep thorough records of learner employment (unemployed learners) on the completion of the programme for at least twelve months after the completion of the programme.
 - 6.6.5 Update the BANKSETA database with terminations, completion, and employment details of the learners as per the reporting requirements. The relevant performance information must accompany the data.
 - 6.6.6 The service provider should be available to attend meetings with BANKSETA monthly – this can be done in person or virtually, through an agreed platform such as MS Teams.
 - 6.6.7 The service provider should be available to assist with audit requirements from BANKSETA and adhere to required turnaround times.
- 6.7 Undertake the following activities relating to closing out of contract/s, i.e.
 - 6.7.1 The contract close-out must be done before the end date of the contract to assess the project's implementation progress / outcome / lessons learnt and by archiving relevant documentation.
 - 6.7.2 Related project documents will be made available.
 - 6.7.3 Prepare a final report to provide feedback on the project progress leading up to closure. The types of elements that need to be incorporated in this report include:
 - a) Issue and risk management.
 - b) Deviations from project aims and objectives.

- c) Change requests.
- d) Lessons learnt
- e) Challenges, achievements, and successes.

Outlined below is the role of the BANKSETA vs the role the service provider is expected to play in relation to the scope of work:

ROLE OF BANKSETA	ROLE OF SERVICE PROVIDER
Draft DG Funding Window guideline for the DG funded projects and update applications forms/system specifications of that project year.	Conduct follows up on outstanding performance information, quality assure and verify for correctness and completeness
Conduct verification checks and evaluate received applications. Create evaluations Master list, per learning category.	Request invoice from stakeholder for verified performance information and corrections where necessary. Verify corrections received.
Conduct follow up and receive signed contracts from stakeholders for submission to BANKSETA for further processing	Compile listing of quality assured and verified learners and submit a final invoice pack to BANKSETA (invoice pack includes, tax invoice, Tax pin doc, MOA, learner evidence, accreditation documents, email communication, closeout report for completions, etc) via shared drive (skills department and PMO's PIR link)
Draft contracts in line with approved application list and disseminate to stakeholders	Conduct follows up on underutilization letters from stakeholders for submission to BANKSETA for any writebacks
Facilitate signing of contracts internally at BANKSETA and ensure fully signed contracts are committed	Update the Performance Information Register with current statuses for each project.
Create activity numbers and PO numbers for approved contracts. Receive and process the underutilization/non-utilization letter and prepare Project Change Control Notes for any writeback	Make information available for submission for Audit purposes

Receive and Process the Change Requests for internal approval by the relevant BANKSETA officials	.
Set up meeting dates and conduct Monitoring and evaluation virtual/ site visits and report compilation	
Check listing against evidence packs received and process invoice	
Update the Performance Information Register in respect of entered and completed learners	
Update the Performance Information Register with current statuses for each project	
Responses to audit requests	

7. COMPETENCY AND EXPERTISE REQUIREMENTS

7.1 Key Personnel – The service provider should provide a minimum of five team members to fulfil the five roles detailed below. One person may only fulfil one role. The details are as follows.

7.1.1 **Project Executive** / Project Manager with

- qualification on NQF Level 7 or higher in any field **and**
- qualification in project management on NQF 5 or higher level or done project management as a module within a qualification
- experience in project management in within the post school education and training environment.

7.1.2 **Project Administrator** with

- qualification on NQF Level 6 or higher in any field **and**
- experience in project management administration in within the post school education and training environment.

7.1.3 **Additional 3 Project team members** with

- qualification on NQF Level 5 or higher in any field **and**
- experience in administration.

7.1.4 The bidder should also provide an organogram specifying roles/positions of the team. (The service provider to complete the table on clause 16.1 - page by indicating the name of the Project Manager and Project Administrator including the additional 3 team members)

- 7.2 The service provider should provide Monitoring and Evaluation reports from previous / current clients.
- 7.3 Track Record of the Bidder (Reference Letters) should be provided - The bidder should provide signed contactable references on the client's letterhead from clients where it has previously provided/or is currently providing Contract / project Management services within the post school education and training environment to show its track record.
- 7.4 Working Capacities: The bidder should have working facilities and resources for administrative duties and data filling.
- 7.5 The bidder should have Data management, Tracking and Reporting tools.
- 7.6 The service provider should.
- 7.6.1 Have knowledge of contract management / administration and handling large volume of contracts.
- 7.6.2 Have stakeholder management experience.

8. GENERAL INFORMATION

The parties involved in this project are the following:

- 8.1 Stakeholders – The term Stakeholders refer to Stakeholders in the Banking and Alternative Banking Sector that have registered with BANKSETA for skills development purposes. The stakeholders are usually represented by a Skills Development Facilitator (SDF).
- 8.2 Training Provider/s – The term Training Provider/s refer to the Training Provider appointed by the Stakeholders to implement training in accordance with the requirements of the programme that the Stakeholders is seeking funding for. The Training Provider must have the required statutory accreditation and recognition for the specific programme delivery that the Stakeholders has contracted the Training Provider for.
- 8.3 The appointed service provider – being the service provider sought in this transaction to provide contract management and administration services for the Discretionary grant funding windows for all 9 provinces.
- 8.4 BANKSETA - The SETA that manages the overall program, funds, and reports on the training done.
- 8.5 Learners – the individuals who the undertake the training offered by this project.

9. DURATION OF THE CONTRACT

The contract will be valid for a period of three (03) years.

10. 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.***

- 10.1 The quoted prices will remain fixed for the particular year for the duration of the contract based on the learners assigned for that year. The price evaluation will be done at 2,000 learners as indicated in the pricing sheet.
- 10.2 The attached pricing sheets (Appendix A) should be completed in full. Price evaluation will be conducted at the 2,000 learners a year level.
- 10.3 The BANKSETA will not entertain pricing adjustments after the signing of contract, and it is therefore important that all pricing elements are disclosed.
- 10.4 The pricing sheet should show VAT separately.
- 10.5 The Bidders are therefore required to indicate a total bidding price by completing the pricing schedule provided in full.
- 10.6 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 10.7 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.

11. SUBMISSION REQUIREMENTS

- 11.1 All submissions should be delivered in individual envelopes as per clause 11.4 and 11.5 below.
- 11.2 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA.
- 11.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.
- 11.4 Document should be submitted as follows:
 - One hardcopy should be the original submission, clearly marked "Original" and one (1) copied version of the original and a soft (electronic) copy (preferably to be memory stick).
- 11.5 An Envelope 1 – Original
 - 11.5.1 Envelope 2 – Hard Copy of the original document and 1 Soft copy
 - 11.5.2 Envelope 3 – Pricing and SBD1 – (invitation to bid) together with BANKSETA PREFERENCE POINTS CLAIM DOCUMENT
 - 11.5.3 Each individual envelope must be clearly marked with the following information:

Description of the Submission:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS LOCATED IN SOUTH AFRICA TO PROVIDE QUALITY ASSURANCE AND VERIFICATION SERVICES OF PERFORMANCE INFORMATION FOR SELECTED DISCRETIONARY GRANT FUNDED PROJECTS.

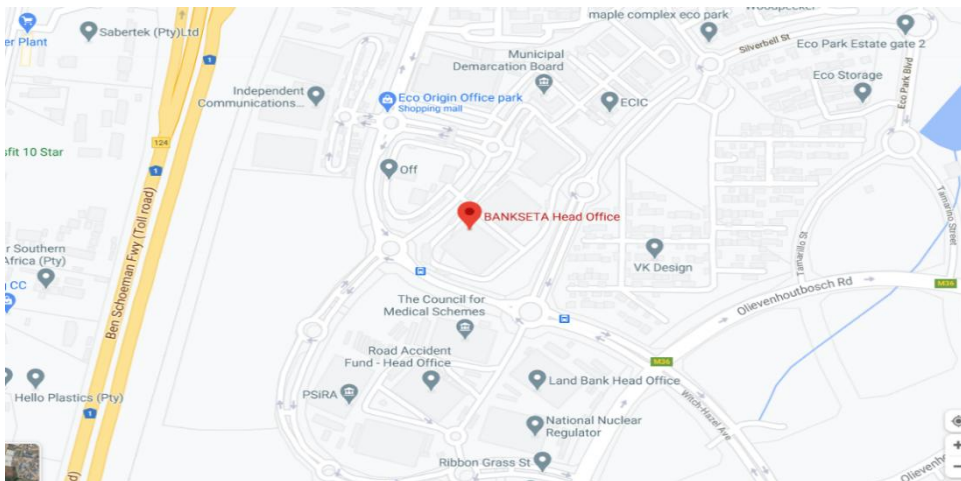
Submission Bid Number: BS/2026/RFB557

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

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

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

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



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

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

11.7.3 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.

12. ENQUIRIES/COMMUNICATION

12.1 Contact person for enquiries regarding the tender document:

Ms Eva Ratema

Title: Specialist: Supply Chain Management

- 12.2 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
- 12.3 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.
- 12.4 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.
- 12.5 Kindly check BANKSETA's website for this information before finalisation of your bid.
- 12.6 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.

12.7 ESTIMATED RFB TIMELINES

Table 2 Timelines

Activity	Time	Date
Tender advert		Friday 26 June 2026
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	Monday 6 July 2026
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	Close of Business (C.O.B)	13 July 2026
Closing date	11h00	Monday 20 July 2026
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	Within 2 weeks of tender closing
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	within 2 weeks of tender closing
Provisional Contract Award	C.O. B	01 August 2026
Contract Signatures	C.O.B.	31 August 2026

13. 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.

14. COMPLIANCE STATUS

- 14.1 The service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on www.treasury.gov.za
- 14.2 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 director prohibited people/ indicated as restricted from doing business with the public sector, and person prohibited, and
 - (c) the bidders, its directors or management are not stakeholders of the state or if a director is an employee of the state, or if they are stakeholders of the state, they have written authority to do work with the state as required by legislation.
- 14.3 The BANKSETA will not award any bids to service providers who do not comply with the above.
- 14.4 The BANKSETA will offer bidders a chance to clarify and provide evidence where there is any adverse information on the CSD reports.
- 14.5 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.

15. 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.

Table 3 Compliance and Eligibility Evaluation Criteria

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)

16. FUNCTIONAL/TECHNICAL EVALUATION

Table 4 Functionality/ Technical Evaluation

CRITERIA	SUB-CRITERION WEIGHTING/ PERCENTAGE	WEIGHT PERCENTAGE
1. QUALIFICATIONS AND EXPERIENCE OF THE PROJECT TEAM		40
The service provider should provide a minimum of five team members to fulfil the five roles detailed below: The bidder should provide a Project Executive / Project Manager and members to fulfil roles detailed below. The Project Executive / Project Manager should be the employee or director or owner of the company bidding. Any other team member/administrator may be contractors or stakeholders or owners or directors of the bidding company. One person may only fulfil one role. The three roles to be fulfilled are as follows.		

<p>1.1 Project Executive / Project Manager with</p> <ul style="list-style-type: none"> - qualification at NQF Level 7 or higher in any field and - any project management qualification/ certificate at NQF 5 or higher level or project management done as a module within a qualification, - experience in project management in higher education environment. <p>1.2 Project Administrator with</p> <ul style="list-style-type: none"> - qualification at NQF Level 6 or higher in project management and - experience in project management administration in higher education environment. <p>1.3 Additional 3 Project team members with</p> <ul style="list-style-type: none"> - - qualification at NQF Level 5 or higher in any field and - experience in administration. <p>All qualifications submitted should be NQF Level (if any foreign qualification is submitted, this should be evaluated by SAQA and proof of SAQA evaluation must be submitted with the proposal)</p> <p>The service provider should complete table 5 below on page 22 by indicating the names of all team members against the assigned roles.</p> <p>Failure to indicate a project team of at least 5 people covering the roles in table 5 will result in the bidder not scoring any points in this criterion.</p> <p>The criteria for evaluation of each module are indicated per the sub-criteria below</p>		
<p>1.1. Experience and qualification of Project Executive/ Project Manager</p>	<p>20</p>	
<p>SUB CRITERION 1.1.1 QUALIFICATION OF PROJECT EXECUTIVE/ PROJECT MANAGER</p> <p>The bidder should provide a Project Executive / Project Manager with</p> <ul style="list-style-type: none"> - qualification at NQF Level 7 or higher in any field and - qualification in project management at NQF 5 or higher level or project management done as a module within a qualification, <p>The bidder should submit the following for the person assigned as Project Executive / Project Manager in the team.</p>	<p>10</p>	

<p>a) Copies of any qualification at NQF level 7 or higher (if any foreign qualification is submitted, this should be evaluated by SAQA and proof of SAQA evaluation must be submitted with the proposal)</p> <p>b) Copy of a project management qualification at NQF level 5 or higher or project management done as a module within a qualification (if any foreign qualification is submitted, this should be evaluated by SAQA and proof of SAQA evaluation must be submitted with the proposal)</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) NQF Level 5 or more in project management or project management done as a module within a qualification and qualification at NQF level 7 in any field or higher = 5 Points</p> <p>b) No NQF Level 5 or more in project management or no project management done as a module within a qualification and No NQF level 7 in any field or higher in any field of study = 0 Points</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>SUB CRITERION 1.1.2 EXPERIENCE OF THE PROJECT EXECUTIVE/PROJECT MANAGER</p> <p>The service provider should provide a Project Executive / Project Manager with experience in project management in skills development/training education environment.</p> <p>The bidder should submit the following for the person assigned as Project Executive / Project Manager in the team.</p> <ul style="list-style-type: none"> - The CV or professional profile, or resume, or employee profile indicating stakeholders / client, month and year work was done, description of work done relevant to project management experience in the skills development/training education environment. 	10	

<p>On evaluation, the BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) 5 years or more relevant experience in project management in the Higher Education and Training environment = 5 Points b) 4 to less than 5 years' relevant experience in project management in the Higher Education and Training environment. = 3 Points c) 3 to less than 4 years' relevant experience in project management in the Higher Education and Training environment. = 1 Points 		
1.2. Experience and qualifications of Project Administrator		10
<p>SUB CRITERION 1.2.1 QUALIFICATION OF PROJECT ADMINISTRATOR</p> <p>The bidder should provide a team including a Project Administrator with</p> <ul style="list-style-type: none"> - qualification at NQF Level 6 or higher in any field <p>The bidder should submit the following for the person assigned as Project Administrator in the team.</p> <ul style="list-style-type: none"> - Copies of qualification at NQF level 6 or higher in any field <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) NQF Level 6 or more in any field = 5 Points b) No NQF Level 6 or less in any field = 0 Points <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>	5	
<p>SUB CRITERION 1.2.2 EXPERIENCE OF PROJECT ADMINISTRATOR</p> <p>The bidder should provide a team that includes a Project Administrator with experience in project management administration in higher education environment.</p> <p>The bidder should submit the following for the person assigned as Project Administrator of the team.</p>	5	

<p>- The CV or professional profile, or resume, or employee profile indicating stakeholders / client, month and year work was done, description of work done relevant to project administration experience in the post school education and training environment.</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) 5 years or more relevant experience in project administration in the post school education and training environment = 5 Points</p> <p>b) 4 to less than 5 years' relevant experience in project administration in the Higher Education and Training = 3 Points</p> <p>c) 3 to less than 4 years' relevant experience in project administration in the post school education and training environment. = 1 Points</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>1.3 Additional 3 Project team members with</p> <ul style="list-style-type: none"> - qualification at NQF Level 5 or higher in any field and - experience in administration. 		10
<p>The bidder should submit the following for the 3 people assigned to be the additional 3 team members</p> <ul style="list-style-type: none"> - copies of certificates / qualifications and - CVs or professional profiles, or resumes, or employee profiles showing administration experience. <p>The CVS or professional profiles/resumes should indicate stakeholders / client, month and year work was done, description of work done of each team member demonstrating a minimum of 1 year experience.</p> <p>No points will be scored if either one or more of the team members does not have the minimum requirements</p>		

<p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) All additional 3 team members have a qualification in NQF Level 5 or higher in any field and a minimum of 1 years' experience in administration = 5 points</p> <p>b) One/two or all 3 additional team members doesn't have an NQF Level 5 or higher in any field and a minimum of 1 years' experience in administration = 0 points</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>2. MONITORING AND EVALUATION CAPABILITIES</p>	<p>10</p>	
<p>The service provider should submit the following to show their Monitoring and Evaluation Capability:</p> <p>a) At least 3 site visit reports from a previously implemented project regarding monitoring and evaluation that show the contract/project implementation that cover at least</p> <ul style="list-style-type: none"> - learner attendance, - learning environment, - learner resources, - project progressing as per training plan and - other learning challenges etc.) <p>b) At least 2 Post implementation review reports from a previously implemented project that cover at least</p> <ul style="list-style-type: none"> - lessons learnt, and - highlight areas of improvement / streamlining, <p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) Three (3) Site visits reports submitted of previous work done regarding monitoring and evaluation that show the contract/project implementation (including at least</p>		

<p>learner attendance, learning environment, learner resources, project progressing as per training plan and other any learning hindrances/challenges etc.)</p> <p>= 3 points</p> <p>b) Two (2) Post-Implementation Review Reports submitted from previous work done (including lessons learnt, highlighting areas of improvement / streamlining, etc.</p> <p>= 2 points</p>		
<p>3. TRACK RECORD OF THE BIDDER (THROUGH REFERENCE LETTERS)</p>	<p>30</p>	
<p>The bidder should submit formal reference letters from clients where it has previously delivered or are currently delivering Contract / Project Management services in the post school education and training environment.</p> <p>The reference letters should</p> <ul style="list-style-type: none"> - Be on the client's letterhead, - Be signed and dated - Indicate the type of work done, - The letter must have been issued (signed) in the past 3 years. - Show the client contact details (being the contact's name, phone and/or email address). <p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) 1 Reference Letter = 1 point</p> <p>b) 2 Reference Letters = 2 points</p> <p>c) 3 Reference letters = 3 points</p> <p>d) 4 Reference letters = 4 points</p> <p>e) 5 and more References letters = 5 points</p>		
<p>4. WORK FACILITIES AND RESOURCES</p>	<p>10</p>	
<p>The service provider should have work facilities and resources to accommodate administrative duties and data filling.</p> <p>The service provider should submit the following as evidence:</p> <p>a) List of ICT equipment assets and showing at least 5 computers/laptops and at least 1 printer scanner. The</p>		

<p>assets may be leased or owned by the service provider</p> <p>b) An electronic filing system and indicate the full description of the electronic filing system utilized.</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) Office Equipment Resources: a list of ICT equipment asset register provided showing at least 5 computers/laptops and at least 1 printer/scanner = 2 points.</p> <p>b) Data Filing Capabilities – The bidder should provide a full description of the electronic Data filing system used for data filing capabilities = 3 Points</p>		
<p>5. DATA MANAGEMENT, TRACKING AND REPORTING CAPABILITIES</p>	<p>10</p>	
<p>The service provider should show that they can manage data, track the data, provide supporting evidence and formulate reports on the progress of the project.</p> <p>The service provider should submit the following as evidence:</p> <p>a) 3 samples of contract close out reports from a previously implemented project using the service provider’s data management system that cover at least</p> <ul style="list-style-type: none"> - tracking project progress (including payments) - tracking of learners, - general project data, - data accessibility, - security of learner data etc. <p style="text-align: center;">and</p> <p>b) 2 samples of project issue/risk registers from previously implemented projects</p> <p>On evaluation, the BANKSETA will award points as follows:</p> <p>a) The service provider provided Sample of 3 Close Out Reports from previously implemented projects done from their Data Management System indicating the following;</p> <ul style="list-style-type: none"> - tracking of project progress (including payments) - tracking of learners, - general project data, data accessibility, - security of learner data etc.) = 3 points 		

b) Sample of 2 previous project Issue / Risk Register that the service provider has provided = 2 points		
TOTAL WEIGHTING		100 %
MINIMUM WEIGHTING/PERCENTAGE THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION		65 %

The minimum weighting threshold for technical / functional evaluation is **65%**. Any bidder scoring less than **65% or 65** weighting will be disqualified from further evaluation.

Objective Criterion (Fall-Back)

Notwithstanding the stipulated minimum qualifying functionality threshold of 65%, the BANKSETA may, as an objective criterion, consider bids that have achieved a minimum functionality score of 60% and above only in circumstances where none of the bids evaluated meet the required minimum threshold of 60%.

The prospective bidder is required to provide a list of project team members in table 5.

16.1 PROJECT TEAM MEMBERS

Please indicate the names of your team members as per roles described in the table below and submit in order to be scored in criterion no 1.

Table 5

Team Member	Name and surname
1. Project Executive / Project Manager	
2. Project Administrator	
Three additional team members 3. Team Member 3 Position at company _____	
4. Team Member 4 Position at the company _____	
5. Team Member 5 Position at the company _____	

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 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.

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

13.3 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.

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

13.3 Any proposals not meeting a minimum total weight threshold of 70 weighting or 70 percent 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

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

Were

Ps = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = 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	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
	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).

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 founder of such programs 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 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. 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:	BS/2026/RFB557	32 CLOSING DATE:	Wednesday 22 July 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS LOCATED IN SOUTH AFRICA TO PROVIDE QUALITY ASSURANCE AND VERIFICATION SERVICES OF PERFORMANCE INFORMATION FOR SELECTED DISCRETIONARY GRANT FUNDED PROJECTS				

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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	BANKSETA	CONTACT PERSON	
CONTACT PERSON	Ms Eva Ratema	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	evat@bankseta.org.za		

SBD4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

Supplementary Disclosure Table: Directors' Employment and Ownership Status

This table is designed to complement the SBD 4 form by requiring bidders to disclose detailed information about their directors, especially regarding employment by the state and ownership status.

	Directors 1	Directors 2	Directors 3	Directors 4
Full Name				
Identity Number				
Position in Bidding Entity				
Employed by the State? (Yes/No)				
Name of State Institution (if applicable)				
Company of Employment				
Ownership Status in Bidding Entity (e.g., % Shareholding)				
Controlling Interest? (Yes/No)				
Contact Details (Phone & Email)				
Comment if any.				

Instructions for Contact Details Column:

Please provide accurate and current contact details for each director listed. This should include a valid phone number and email address to facilitate any necessary communication regarding the bid. Ensure that the contact information is up-to-date and accessible.

Note on Data Privacy Compliance:

In accordance with the Protection of Personal Information Act (POPIA), all personal information provided in this table must be handled responsibly and securely. The bidder is required to ensure that the information submitted is accurate, current, and provided with the necessary consent from the individuals listed. This includes but is not limited to identity numbers, contact details, and employment information.

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

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

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

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

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

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

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

This preference form must form part of all 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) Preference points using BANKSETA's preference point.

1.4 The maximum points for this bid are 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 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
$P_s = 80 - 1 \frac{P_t - P_{\min}}{\quad}$	or	$P_s = 90 - 1 \frac{P_t - P_{\min}}{\quad}$

$$\frac{P_s}{P_t} \geq \frac{P_{min}}{P_t}$$

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 favorable 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	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
	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	Position in the Company

			(via shareholding)	
1				
2				
3				
4				
5				
6				
	TOTAL OWNERSHIP	WOMEN		

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		4	
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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
<p>Does the service provider wish to claim points under Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability AND/OR to tenderers who employ 5% or more South African persons with disability on a permanent basis.</p>		2	

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 Stakeholders	Number of Permanent Stakeholders with Disabilities	% Of Stakeholders 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		3	

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).			
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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
1	GENERAL			
1.1	<p>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.</p>			
2	THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT			
		Yes	No	If no, indicate deviation

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

		Yes	No	If no, indicate deviation
6.1	The response and all information in connection therewith shall be held in strict confidence by respondents and usage of such information shall be limited to the preparation of the response. Respondents shall undertake to limit the number of copies of this document.			
6.2	All respondents are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding BANKSETA or of its activities to any other organisation or individual. The respondents may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.			
7	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)			
7.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.			

7.2	All the intellectual property rights arising from the execution of this contract shall vest in BANKSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training (DHET) and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.			
7.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.			

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

	session, assignment, or transfer.			
7.5	The provisions of this clause 7 shall only apply to such IP that is created during the course and scope in terms of this contract.			
7.6	The contractor assigns to BANKSETA or the Department of Higher Education and Training, as BANKSETA directs, the rights conferred upon itself as author by section 20(1) of the Copyright Act, no 98 of 1978, as amended.			
7.7	The Contractor acknowledges and agrees that each provision of clause 7 is separate, severally, and separately enforceable from any other provisions of this contract.			
7.8	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.			
7.9	This contract contains various stipulatio alteri in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this contract, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.			

7.10	This clause 7 shall survive termination of this contract.			
8	NON-COMPLIANCE WITH DELIVERY TERMS			
		Yes	No	If no, indicate deviation
8.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, BANKSETA must be given immediate written notice to this effect.			

9	WARRANTS and PAYMENTS			
		Yes	No	If no, indicate deviation
9.1	The Contractor warrants that it is able to conclude this agreement to the satisfaction of the BANKSETA.			
9.2	The successful respondent IS NOT required to furnish to the purchaser a performance security.			
9.3	Although the contractor will be entitled to provide services to persons other than BANKSETA, the contractor shall not without the prior written consent of BANKSETA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide Services.			

9.4	The BANKSETA will pay the contractor the fee as set out in the final contract. No additional amounts will be payable by the BANKSETA to the contractor.			
9.5	The Contractor shall from time to time during the currency of the contract, invoice the BANKSETA for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT act No 89 of 1991 has been submitted to the BANKSETA.			
9.6	Payment shall be made into the contractor's bank account normally 30 days after the receipt of an acceptable and valid invoice. Banking details must be submitted with the contractor's first invoice. Proof of the banking details will be accepted in the following forms: <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.			
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.			

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