REQUEST FOR BID
PROFESSIONAL SERVICES

BID NUMBER: BS/2026/RFB576

ADVERT PUBLISH DATE 02 NOVEMBER 2026

ADVERT CLOSING DATE 30 NOVEMBER 2026

Time: 11h00

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF TEMPORARY STAFF AS AND WHEN REQUIRED

ONLINE NON-COMPULSORY BRIEFING SESSION 12 NOVEMBER 2026 – 11:00 HOURS

Email for Briefing link to be sent jackiek@bankseta.org.za /scm@bankseta.org.za

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

Company Name:				
Contact person:				
Company physical address				
Email:				
Telephone:				
Mobile number:				
Date:				
Original copy of documents or copy - Mark with X	**ORIGINAL**		**COPY**	

1. BANKSETA BACKGROUND

1.1 BANKSETA is a sector education and training Authority for the banking and alternate banking industry. It is a Schedule 3A public entity established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the banking and micro-finance industry through post school education, training and skills development. As guided by its mandate the BANKSETA is an agent of transformation and will promote employment equity through skills development.

1.2 BANKSETA has at staff complement of 94 persons.. BANKSETA has a head office in Gauteng at 349 Witch-Hazel Avenue, in Eco Park, Centurion, a satellite office in Free State and three regional offices, one in Limpopo, one in Eastern Cape and another in KwaZulu Natal. BANKSETA intends to open offices in the, Western Cape, Northwest and Mpumalanga.

1.3 For further details on the BANKSETA, visit www.bankseta.org.za and refer to the **2024– 2025** annual report under Media Centre/publication/annual reports.

2. PURPOSE AND OBJECTIVES OF THE PROJECT

2.1 The BANKSETA seeks to appoint recruitment agencies to form part of a panel of up to two service providers) from which quotations will be sought for the supply of temporary staff that would assist in the various positions as and when required. The positions for which the services will be required will be for, but not limited to:

- receptionists
- administrators / data capturers
- specialists in the various departments within The BANKSETA
- IT officers

2.2 Job specifications will be sent prior to appointment, in order for the provider to send an agreed upon amount of candidate's CV's. The BANKSETA will interview these candidates to appoint the individual most fitting to the temporary role

3. SCOPE OF WORK

The BANKSETA hereby requests experienced and reputable recruitment agencies to submit proposals for provision of temporary staff, on an adhoc basis.

The temporary assignments will vary from one (1) day to four (4) months; depending on the needs of the requests. Some of the reasons that may trigger the need for the supply of such services, are:

- Sick leave
- Paternity/maternity leave
- Fixed term (to work on a specific project) (Duration might be longer than (4) months)

The provider must be able to send the required CV's within two (2) days of requesting such and receiving the job specification from the BANKSETA.

4. COMPETENCY AND EXPERTISE REQUIREMENTS

4.1 The service provider should provide reference letters as proof of work provided in the provision of recruitment of permanent / temporary staff.

The reference letters must:

- Be on the client's letterhead,
- Be signed and dated.
- The letter should not be dated older than five years from the tender closing date.
- Must have client contact details including contact name and telephone number and /or mobile number and email address.

4.2 The experience of Account Manager/Person Assigned to the project/Work should have experience in providing temporary staff.

4.3 The service provider should provide an implementation plan indicating the timeframe on placement of personnel

5. DURATION OF THE CONTRACT

The BANKSETA will sign the contract for a period of two (02) years.

6. PRICING STRUCTURE

- ***N.B: The Pricing Schedule must be completed as per the format on attached annexure A. Bidders who fail to comply with this requirement will be disqualified because it will be impractical to compare across all submissions.***

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

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

6.3 The BANKSETA will not entertain pricing adjustments after the signing of contract, and it is therefore important that all pricing elements are disclosed.

6.4 The pricing sheet should show VAT separately.

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

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

6.7 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.

7. SUBMISSION REQUIREMENTS

7.1 All submissions should be delivered in individual envelopes as per clause 7.4 and 7.5 below.

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

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

7.4 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.

7.5 An Envelope 1 – Original

7.5.1 Envelope 2 – Hard Copy of the original document and 1 Soft copy

7.5.2 Envelope 3 – Pricing and SBD1 – (invitation to bid) together with BANKSETA PREFERENCE POINTS CLAIM DOCUMENT

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

Description of the Submission: **APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF TEMPORARY STAFF AS AND WHEN REQUIRED**

Submission Bid Number: BS/2026/RFB576

Bidder Name

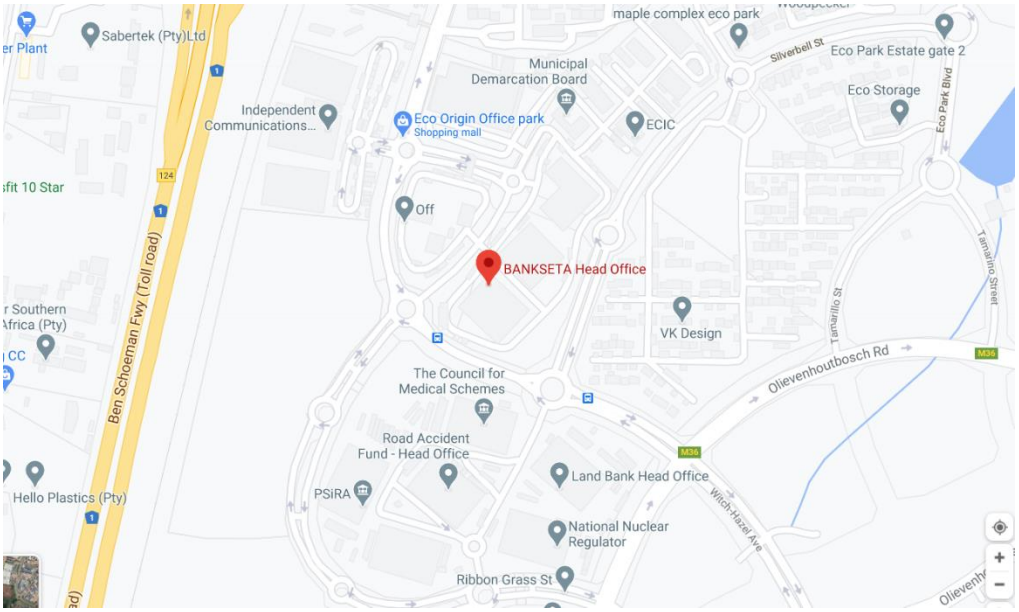
7.6 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted. All submissions received by BANKSETA will become the property of the
BANKSETA and will not be returned to the respondent.

7.7 The submissions must be inserted into the SUBMISSION BOX available at the

Reception Area of BANKSETA Offices at the following address: -

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

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



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

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

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

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

8. ENQUIRIES/COMMUNICATION

8.1 *Contact person for enquiries regarding the tender document:*

Mr Jackie Kwinika
Title: Specialist: Supply Chain Management Unit
Email Address: jackiek@bankseta.org.za copy scm@bankseta.org.za

8.2 Bidders who wish to attend virtual *briefing* session should indicate in writing within 5 Days after advertising date by emailing: Email: jackiek@bankseta.org.za copy scm@bankseta.org.za All *clarifications* or enquiries should to be made in writing and received by the BANKSETA at least 14 Days before closing date of the Tender. Telephonic requests for clarification will not be accepted.

8.3 All questions received after the briefing session and BANKSETA's answers will be updated on the BANKSETA website under the tender for all service providers' information. Kindly check BANKSETA's website for this information before finalisation of your bid

8.4 Should any questions submitted not be included in the responses on the website at least five days before a tender closes, kindly email this to jackiek@bankseta.org.za copy scm@bankseta.org.za and also escalate to rapulas@bankseta.org.za and info@bankseta.org.za.

ESTIMATED RFB TIMELINES

Activity	Time	Date
Tender Advertised	11:00	02 NOVEMBER 2026
Non-compulsory Virtual Briefing Bidders who wish to attend an online briefing session should indicate in writing 5 Days after advertising date by sendind an email to jackiek@bankseta.org.za and/or scm@bankseta.org.za.	11:00	12 NOVEMBER 2026
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	Close Of Business (C.O.B)	**19 NOVEMBER 2026 -16:30 hours**
Closing date	**11h00**	**30 NOVEBER 2026**
Tender evaluation, Bidder Verification and Due Diligence	C.O. B	14 DECEMBER 2026
Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	14 DECEMBER 2026
Provisional Contract Award	C.O. B	18 DECEMBER 2026
Contract Signatures	C.O.B.	18 DECEMBER 2026

9. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

9.1 Compliance/eligibility (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation stage)

9.2 Technical/Functionality (Bids that do not meet the minimum threshold indicated in technical/function evaluation, will not participate in the final evaluation stage)

9.3 Price and BANKSETA Preferential Procurement points (Bidder will be appointed on the highest scores)

10. COMPLIANCE STATUS

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

10.1 The BANKSETA, before making an award, shall check on the central supplier database (CSD) whether.

(a) the bidder or any of its directors are not listed / indicated as restricted from doing business with the public sector, and person prohibited

(b) the bidder's tax status is compliant.

(c) the bidders, its directors or management are not employees of the state, or if a director is an employee of the state, the service provider and our directors have permission to do business with the state, as provided for in the legislation.

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

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

11. COMPLIANCE/ELIGIBILITY EVALUATION

Respondents who do not meet the requirements below **will be** immediately disqualified.

NB: (For Joint Venture (JV) submissions each partner to the JV must submit all documents listed in the table below and the JV agreement).

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

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

1	Submission of proposal (response document) and 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 Declaration of interest - SBD 6.1 Preference points claim form where applicable (complete the part that is applicable to the BANKSETA Preference Points Claim Document). NB. BANKSETA will not allocate points for BBBEE status Level Contributor
3	Submission of Central Supplier Database report
4	Special Conditions that the bidder needs to accept by signing the last page and submit.
5	Submission of a valid letter of good standing with the Department of Employment and Labour.
6	The service provider must be a member of the south African recruitment services professional body. E.g., APSO (Federation of African Professional Staffing Organisation) or similar. (Submission of a valid membership certificate from a professional body)

12. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	WEIGHTING
1.Track record of the bidder (Company Experience)	**50**
The service provider should provide reference letters to prove their track record and experience. The service providers should provide Reference letters on the client's company letterhead where the service provider has previously rendered or is currently providing recruitment of permanent / temporary staff to an organ of stated / public entity in South Africa (for example any department or public entity under the PFMA (Public Finance Management Act) or any municipality under the MFMA (Municipal Finance Management Act). The reference letters should - Be on the client's letterhead and be from an organ of state, - Be signed and dated - Indicate the services rendered and the year the work was done (please note that the work should have been done within five (5) years from the tender closing date) - Show the client contact details including contact name and telephone or email address. **On evaluation, the BANKSETA will award points as follows**: a) 0 Reference letter = **0 points** b) 1 Reference letter = **1 points** c) 2 Reference letters = **2 points** d) 3 Reference letters **= 3 points** e) 4 Reference letters = **4 points** f) 5 Reference letters and more **= 5 points**	
2. Experience of Account Manager/Person Assigned to the project/Work	**35**
The service provider should submit a CV for the account manager or person who will be assigned to the work/project demonstrating his/her years of experience in provision of temporary staffing. (a) Less than 1 year experience in temporary staffing **= 0 points**	

(b) 1 year and less than 2 years' experience in temporary staffing **= 1 Point** (c) 2 years and less than 3 years' experience in temporary staffing **= 2 Points** (d) 3 years and less than 4 years' experience in temporary staffing **= 3 Points** (e) 4 years and less than 5 years' experience in temporary staffing **= 4 Points** (f) 5 or more years' experience in temporary staffing **= 5 Points** The service provider should only submit one CV. If a service provider submits more than one CV, BANKSETA will evaluate the CV with the highest total number of years of experience relevant to temporary staffing experience.	
3. Implementation plan on time frame of five (05) days after a request has been received.	**15**
The service provider should submit implementation plan indicating the timeframe on placement of personnel covering at least the following; • Receiving of Job order/ request from the BANKSETA • Reference Checks on the candidate/s • CV Preparation and shortlisting • Follow up on CV's submitted • Arranging of interview/s between the BANKSETA and Candidates BANKSETA will evaluate as follows. (a) More than 5 days of placement from receiving the request = 0 point (b) less than 5 days of placement from receiving the request = 5 Points	
TOTAL WEIGHTING	**100**
MINIMUM WEIGHTING THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION	**70%**

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

Objective Criterion (Fall-Back)

*Notwithstanding the stipulated minimum qualifying functionality threshold of 70%, the BANKSETA may, as an objective criterion, consider bids that have achieved a minimum functionality score of **65%** and above only in circumstances where none of the bids evaluated meet the required minimum threshold of **70%.***

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

Pf = (So/Ms) x Ap

Where:

- Pf – is the percentage/weighting scored for functionality for that criterion or sub-criterion under consideration.
- So – is the total score evaluated by the BANKSETA for the criterion or sub-criterion under consideration.
- Ap – is the percentage allocated for functionality for the criterion or sub-criterion.
- Ms – is the maximum score possible per criterion or sub-criterions which is 5.

14.1 Each technical /functional evaluation criterion or sub-criterion shows how it will be evaluated by BANKSETA out of a maximum of 5 points. i.e. Ms =5 points.

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

14.3 The percentages for all criteria/sub-criteria are added together to reach the final percentage or weighting.

14.4 Any proposals not meeting a minimum total weight threshold of **70 percentage or 70 weighting on** functionality/technical evaluation will not participate in the price/preference points evaluation except where the objective criteria is applied.

2. 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 using the following formula:

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

Where

Ps = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid.

3. PREFERENCE POINTS UTILISING BANKSETA GOALS

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

No	Specific Goals	80/20 Preference Point system
1.	Empowerment of black persons- Ownership by black persons	7
2.	Empowerment of Women - Women Ownership	4
3.	Youth Empowerment Youth Ownership	4
4.	Empowerment of Persons With Disabilities - Ownership or Employment of People with Disabilities	2
5	Promotion of small and medium businesses, co-operatives, and non-governmental institutions in all areas- rural and urban areas with turnover	3
	Total Points allocated towards specific goals	**20**

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

EXPLANATIONS

16.1 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**.**

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

16.3 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.

16.4 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.

16.5 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).

16.6 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.

16.7 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.

16.8 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.

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 Bid Evaluation Committee (BEC) for evaluation on functionality.

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

18 REASONS FOR REJECTION

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

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

19 TENDER CONDITIONS

19.1 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.

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

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

19.4 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.

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

19.6 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.

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

19.8 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.

19.9 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.

19.10 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.

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

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

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

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

19.15 BANKSETA does not charge any fees for documents, information, or services related to procurement or any other BANKSETA activities.

19.16 BANKSETA is aware that fraudsters may approach potential bidders, claiming they can influence the outcome of tenders or Requests for Quotations (RFQs) in exchange for a fee.

- These individuals may impersonate BANKSETA officials and may reference specific bid details, often obtained from legally mandated tender disclosures.
- Bidders are therefore strongly warned not to engage with any person or entity offering such "services" or requesting payment related to a BANKSETA tender or RFQ.
- Any bidder found to have paid a bribe or engaged in such dealings will be considered to have participated in fraudulent and corrupt activities.

19.17 BANKSETA views such conduct as a serious offence. The consequences of participating in corrupt or fraudulent activities include:

- Immediate disqualification from the current and any future BANKSETA procurement processes.
- Blacklisting from doing business with BANKSETA and potentially other public entities.
- Referral for criminal prosecution
- Civil recovery of any losses incurred by BANKSETA.
- Severe reputational damage to the bidder or their organization.

19.18 No individual or entity can influence the outcome of any BANKSETA tender or RFQ process.

19.19 Any suspicious conduct or approach must be reported to the BANKSETA Fraud Hotline on **0800 204 661** or via email **BankSETA@tip-offs.com.**

19.20 Reports should include as much relevant information as possible to assist BANKSETA in investigating and taking appropriate action against the perpetrators.

20 EMPLOYEE OF STATE DECLARATION

20.1 Any person employed by an organ of state in the national, provincial, or local sphere of government, or by any entity listed in Schedules 2 and 3 of the Public Finance Management Act, 1999 (Act 1 of 1999), including:

20.2 Officials and employees of government departments, constitutional institutions, public entities, and municipalities.

20.3 Any person who receives remuneration from the State for services rendered, whether permanent, temporary, or contractual.

20.4 Any member of the accounting authority or governing body of a public entity or municipal entity.

21 JOINT VENTURE

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

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

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

21.4 Submission of a Joint added BANKSETA Preference Points Claim Document

SBD 1 **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA**			
BID NUMBER:	**BS/2026/RFB576**	CLOSING DATE:30 **NOVEMBER 2026**	CLOSING TIME: **11:00am**
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF TEMPORARY STAFF AS AND WHEN REQUIRED**		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*			
Eco Origin Office Park, Block C2, 349 Witch-hazel Avenue, Eco Park Estate, Highveld, Centurion, **NB: Bidders as part on requirement - Submission of soft copy on PDF must be part of bid submissions.**			

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority			

to sign this bid, e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	BANKSETA	CONTACT PERSON	
CONTACT PERSON	Mr Jackie Kwinika	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	jackiek@bankseta.org.za		

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

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

2.3

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……
……

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

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

Supplier registration number (MAAA)	Status (active/inactive/deleted)

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

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE

ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF BANKSETA PREFERENCE POINTS CLAIM

This preference form must form part of all the invited bids. It contains general information a
NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS,

---

1. GENERAL CONDITIONS

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

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

1.2

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

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Preference points using BANKSETA's preference point system.

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 request a bidder, either before a bid is adjudicatedor at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

(c) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice onblack economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

(d) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(e) **"prices"** includes all applicable taxes less all unconditional discounts.

1)

(f) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of theBroad-Based Black Economic Empowerment Act.

(g) **"Rand value"** means the total estimated value of a contract in Rand, calculated at thetime of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. PREFERENCE POINTS CLAIMED

THE BIDDER SHOULD COMPLETE THE ATTACHED BANKSETA PREFERENCE POINTS CLAIM DOCUMENT

5. SUB-CONTRACTING

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

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted……%.
ii) The name of the sub-contractor …….

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:……

6.2 VAT registration number:……..

6.3 Company registration number:……..……..……

6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ Pty Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……

6.6 COMPANY CLASSIFICATION

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

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the bidder has been 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 anddirectors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. ……..

2. …….

…….
SIGNATURE(S) OF BIDDERS(S)

DATE: ……..

ADDRESS ……..

……..

……..

7. PREFERENCE POINTS UTILISING BANKSETA GOALS

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

No	Specific Goals	80/20 Preference Point system
1.	Empowerment of black persons- Ownership by black persons	7
2.	Empowerment of Women - Women Ownership	4
3.	Youth Empowerment Youth Ownership	4
4.	Empowerment of Persons With Disabilities - Ownership or Employment of People with Disabilities	2
5	Promotion of small and medium businesses, co-operatives, and non-governmental institutions in all areas- rural and urban areas with turnover	3
	Total Points allocated towards specific goals	**20**

The Service provider should complete the preference point bidding form below.

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 as shown above under clause 7.

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				
	TOTAL Black Ownership			

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

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

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

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

IF YES please provide the following details

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

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

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

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

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**	

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				
	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.

1.8 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

1.8.1 Persons with Disability Ownership points will be awarded to a Tenderer who have 10% or more shareholding by South African citizen persons with disability.
AND/OR
to tenderers who employ 5% or more South African persons with disability on a permanent basis.

Disability ownership will be determined by the shareholding of the enterprise owned by such a South African citizen person with disability.
OR
by enterprises, whose permanent staff complement consists of 10% or more South African citizen persons with disabilities. Any disabilities need to be legally verifiable for points to be claimed.
Kindly note that full points are awarded for either ownership of persons with disabilities or employment of persons with disabilities.

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

AND/OR

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

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

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

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

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

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

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).			

IF YES please provide the following details

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

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

1.10 False Information from Bidders

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

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

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH.

BIDDER TO COMPLETE AND SIGN ON THE LAST PAGE

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

	SPECIAL CONDITIONS	**CONFIRMATION**		
		Yes	**No**	**If no, indicate deviation**
1	**GENERAL**			
1.1	Respondents must indicate compliance or noncompliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant			

	special conditions by marking the YES box and noncompliance by marking the NO box. The bidder must clearly state if a deviation from these special conditions is offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Responses not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted. Should respondents fail to indicate agreement/compliance or otherwise, BANKSETA will assume that the respondents are **not** in compliance or agreement with the statement(s) as specified in this request for quotation.			
2	**THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT**			
		Yes	**No**	**If no, indicate deviation**
2.1	Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.			
3	**GENERAL CONDITIONS OF CONTRACT**			
		Yes	**No**	**If no, indicate deviation**
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.			
4	**ADDITIONAL INFORMATION REQUIREMENTS**			
		Yes	**No**	**If no, indicate deviation**
4.1	During evaluation of the responses, additional information may be requested in writing from respondents. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your response being disregarded.			
5	**VENDOR INFORMATION**	**Yes**	**No**	**If no, indicate deviation**
5.1	**Vendor are encouraged to register on the**			

	Central Supplier Database (CSD) as an award cannot be made to a vendor who is not registered and tax compliant on CSD.			

6	**CONFIDENTIALITY**			
		Yes	**No**	**If no, indicate deviation**
6.1	The response and all information in connection therewith shall be held in strict confidence by respondents and usage of such information shall be limited to the preparation of the response. Respondents shall undertake to limit the number of copies of this document.			
6.2	All respondents are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding BANKSETA or of its activities to any other organisation or individual. The respondents may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.			
7	**INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)**			
7.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.			
7.2	All the intellectual property rights arising from the execution of this contract shall vest in BANKSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training (DHET) and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.			

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

7.4	BANKSETA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract. This IP BANKSETA shall be entitled to freely cede and assign to the Department of Higher Education and Training. No other document needs to be executed to give effect to this session, assignment, or transfer.			
7.5	The provisions of this clause 7 shall only apply to such IP that is created during the course and scope in terms of this contract.			
7.6	The contractor assigns to BANKSETA or the Department of Higher Education and Training, as BANKSETA directs, the rights conferred upon itself as author by section 20(1) of the Copyright Act, no 98 of 1978, as amended.			
7.7	The Contractor acknowledges and agrees that each provision of clause 7 is separate, severally, and separately enforceable from any other provisions of this contract.			
7.8	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.			
7.9	This contract contains various s*tipulatio alteri* in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this contract, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.			

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

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

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

9.8	No favour, delay, relaxation, or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
10	**PARTIES NOT AFFECTED BY WAIVER OR BREACHES**			
		Yes	**No**	**If no, indicate deviation**
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.			
10.2	No favour, delay, relaxation, or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
11	**RETENTION**			
		Yes	**No**	**If no, indicate deviation**
11.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to BANKSETA.			

11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of this requirement shall be in writing			
12	**Dispute Resolution**			
		Yes	**No**	**If no, indicate deviation**
12.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.			
12.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of his			
	intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Such notice shall be in English.			
12.3	Notice of intention to commence with mediation shall be writing, in the English language, and served on the other party either personally, by facsimile or electronic mail.			
12.4	If the parties are unable to agree on a mediator or to resolve any disputes by way of mediation within 14 days (fourteen days) of any party requesting in writing that the dispute be resolved by mediation, it may be settled in a South African court of law.			
12.5	All disputes shall be referred to mediation with an AFSA accredited and appointed mediator in accordance with the then current rules of the Arbitration Foundation of Southern Africa or its successor.			
12.6	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any			

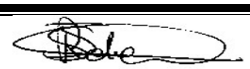
	monies due the supplier			
13	**FORMAT OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT**			
		Yes	**No**	**If no, indicate deviation**
13.1	Respondents must complete all the necessary quotation documents and undertakings required in this quotation document. Respondents are advised that their responses should be concise, written in plain English and simply presented. Respondents are to set out their quotation in the format prescribed in the RFQ/RFB documents:			
	Respondents must complete and return Special Conditions of Contract.			

NAME OF BIDDER

SIGNATURE DATE

BID SPECIFICATION COMMITTEE SIGNATURES:

1. Name of committee Chairperson	Lefaso Motsoeneng
Signature	
Date:	01 October 2026
2. Name of Committee Member	Elelwani Netshituni
Signature	
Date:	01 October 2026

3. Name of Committee Member	Namhla Mabula
Signature	Absent – Apology received
Date	
4. Name of Committee Member	Ngwako Mpebe
Signature	
Date	01 October 2026
5. Name of Committee member	Jacob Ralehlaka
Signature	
Date	01 October 2026

It is therefore recommended that the Bid Adjudication Committee (BAC) recommend to the ACEO approval for the terms of reference, evaluation criteria, scoring matrix and fairness of the process, from (BSC).

SUPPLY CHAIN MANAGEMENT OFFICALS:

RECOMMENDED **RECOMMENDED**



Signature **Signature:**

Jackie Kwinika **Rapula Sathekge**

SCM Specialist **SCM Manager**

Date 01 October 2026 **Date**

FINAL APPROVAL PER DELAGATION OF AUTHORITY

BID ADJUDICATION COMMITTEE SIGNATURES:

1. Name of committee Chairperson	**Beaula Dziruni**
Signature	
Date:	**20 October 2026**
2. Name of committee Chairperson	**Christine Jonck**
Signature	
Date:	20/10/2026
3.	**Raymond Mulovhedzi**
	
4. Name of Committee Member	**Lefaso Motsoeneng**
Signature	Recused
Date:	

APPROVAL BY ACEO

It is therefore recommended that the Acting Chief Executive Officer approves the terms of reference, evaluation criteria, scoring matrix and fairness of the process from Bid Adjudication Committee.

ACTING CHIEF EXECUTIVE OFFICER:

APPROVED



Signature: _____

Dr Tsietsi Raleting

Acting Chief Executive Officer

Date: 2026/10/30