



**REQUEST FOR QUOTATION:**

Appointment of an Insurance Broker for a period of three (3) months.

Procurement Number – OW-  
RFQ 001/2019/20

*DOCUMENT INFORMATION SHEET*

*Title of Document* : *Professional service provider for the provision of Short-Term Insurance Broker Services for a period of three (3) months*

*Type of Document* : *Request for Quotation*

*Document Number* : *RFQ OW-001/2019/20*

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*Technical Specifications Typed by* : *Precious Motlhaga*

*Department* : *Office of the CFO*

*Prepared for* : *Overberg Water Board*

*Date of Issue* : *08 July 2019*

**DOCUMENT CONTROL SHEET**

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*We, the undersigned, accept this document as a stable work product.*

<b>ORIGINAL</b>	<b>Technical Specifications Prepared by</b>	<b>Technical Specifications Reviewed by</b>	<b>Technical Specifications Approved by</b>
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	<b>Signature:</b>	<b>Signature:</b>	<b>Signature:</b>

<i>Distribution:</i>	<i>Potential Bidders</i>
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*REQUEST FOR QUOTATION*

*Appointment of Insurance Broker services for a period of three (3) Months*

*Procurement Number: OW – RFQ 001/2019/20*

Overberg Water Board is a Water Services Entity in accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes within the Overberg Region. Rùensveld West, a Water Treatment Work, is situated close to Caledon, off the N2 (-34.095814, 19.315934) and delivers water to various parts of Theewaterskloof Municipality.

**INVITATION AND SCOPE OF SERVICES**

*Overberg Water (OW) is inviting qualified service provider to submit a request for quotation to provide short term insurance brokerage service for a period of three (3) Months.*

**CONDITIONS**

- (a) Preference will be given to respondents who comply with the Overberg Water Supply Chain Management Policy & Procedures.*
- (b) Preferential Procurement Policy Framework Act (PPPFA) principles and its Regulations, as updated, shall apply, whereby submissions will be evaluated according to the provisions of that Act, its Regulations and the Public Finance Management Act (PFMA).*
- (c) Bidders must submit a valid BBBEE Verification Certificate from SANAS Accredited Verification Agency in order to be eligible for*

**REQUEST FOR QUOTATION NO. 001/2019/20**  
**APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS**

*empowerment points. The Exempted Micro Enterprises (EME) may submit a sworn affidavit from the Commissioner of Oath confirming its and turnover and black shareholding.*

*(d) The following scores will be applied:*

- (i) Price - 80,*
- (ii) BBBEE Status - 20.*

*Request for Quotation (RFQ) documents will be available on our website [www.overbergwater.co.za](http://www.overbergwater.co.za) and E-Tender Portal.*

*One original completed bid document shall be placed in a sealed envelope clearly marked: "OW – 001/2019/20 – Appointment of Insurance Broker for a period of 3 Months.*

*The closing date and time for the receipt of completed bids is Tuesday, 17 July 2019 at 12h00 at the reception desk tender box of the Overberg Water Board's Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town. Bids will not be opened in public and no late submissions will be considered.*

*Failure to provide any mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. Respondents must include their Tax Compliance Pin Number and CSD report with their submissions in order to be considered.*

*Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.*

*All enquiries regarding this bid must be in writing only, and must be directed to:*

*Miss Elthecia Basson (technical) at 021 – 851 2155 or email [accountant@overbergwater.co.za](mailto:accountant@overbergwater.co.za), or Precious Motlhaga (SCM official) at 021 - 851 2155 or email [tmotlhaga@overbergwater.co.za](mailto:tmotlhaga@overbergwater.co.za)*

*The OW reserves the right not to accept the lowest Quotation in part or in whole or any Quotation.*

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## SECTION 1. INTRODUCTION AND GENERAL QUOTATION INFORMATION

### 1.1 BACKGROUND

The Overberg Water Board (OBW) was established in 1993 and provides bulk water services in terms of Water Services Act. It is a 3B Scheduled Public Entity in terms of the Public Finance Management Act of 1999 as amended. It is governed by the Board as appointed by the Minister of Water and Sanitation as appointed from time-to-time. One of the strategic objectives of the OWB is to ensure compliance with all applicable laws that manages its legal risks efficiently and effectively.

Accordingly, the OWB is seeking to procure the services of Insurance Brokerage service provider to assist Overberg Water Board in rendering Insurance Brokerage services for a period of three (3) Months.

## SECTION 2. GENERAL INFORMATION

### 1.2 PURPOSE OF THE RFQ

The purpose of this Request for Quotation (RFQ) is to invite qualified service providers to submit a quotation to provide short term insurance brokerage services to the OWB.

### 1.3 CFO OFFICE AND THE BOARD FOR OVERBERG WATER CONTACT

This RFQ, and any subsequent addendum to it, is being issued by the Internal Finance unit of the Overberg Water Board, under the auspices of the OWB' Supply Chain Management office. The Finance Unit is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFQ, and is the only office authorized (after consultation with the OWB' Supply Chain Management office), to change, modify, clarify, etc., the specifications, terms, and conditions of this RFQ and any contract(s) awarded as a result of this RFQ.

### 1.4 RFQ TIME SCHEDULE

Suppliers interested in submitting quotations in response to this RFQ should do so according to the time schedule outlined below. The OWB reserves the right to modify this schedule, as and when necessitated, in line with its best interests.

If there is a discrepancy between the dates in the table below and the dates on the cover page, the dates on the cover page takes precedence.

<b>ACTION</b>	<b>DATE</b>
Advertisement placed in the Overberg water board website and e-Tender Portal	08 July 2019
Deadline for Submission of Questions	13 July 2019
Deadline for Submission of Quotations (12:00)	17 July 2019

### 1.5 QUESTIONS REGARDING THE RFQ

All enquiries, questions, and requests for clarification of the contents of this RFQ must be in writing and addressed to the OWB contact persons indicated below. A listing of Bidder enquiries (without identifying the source of the inquiry) and the OWB' responses thereto, will be distributed to all Bidders that submit questions. Whenever a response to an enquiry would constitute a modification or addition to the original RFQ, the reply will be made in the form of an Amendment Notice to the RFQ. All enquiries must include:

- The company's name, address and telephone number;
- A clear and concise question; and
- References to specific points within this RFQ.

*All questions, in writing, must be submitted before the deadline for the submission of questions specified in the RFQ time schedule above, by email, quoting the RFQ no. listed on the cover page.*

All technical questions and requests for clarification should be addressed to [accountant@overbergwater.co.za](mailto:accountant@overbergwater.co.za) and quote the RFQ Reference Number.

All SCM requests, concerning this RFQ should be addressed in writing by email to: [tmolhaga@overbergwater.co.za](mailto:tmolhaga@overbergwater.co.za). Always quote in the subject line of the email, the RFQ Reference Number.

No one other than the OWB contact persons identified herein, is authorised to respond to questions regarding this RFQ. No meetings or telephonic enquiries will be entertained with qualifying bidders.

## 1.6 AMENDMENTS TO THE RFQ

The OWB may revise or add to the RFQ prior to the deadline for quotations and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFQ will be in the form of a written amendment issued by the OWB. Such amendments will be sent by email to all Bidders, with a request for acknowledgement of receipt. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFQ. Any Bidder who fails to receive such amendments shall not be relieved of any obligation under its Quotation as submitted. Except as stated in this paragraph, no one is authorised to amend any part of this RFQ, in any respect, either in writing or by oral statement.

## 1.7 EVALUATION PROCESS AND CRITERIA

Bidders will be evaluated as follows:

- Phase 1 – Administrative Evaluation;
- Phase 2 – Pre-Qualification Criteria;
- Phase 3 – Local Content Evaluation (NOT Applicable);
- Phase 4 – Functional/Technical Evaluation;
- Phase 5 – Price and Preference Evaluation; and

Should a bidder fail to qualify for any of the evaluation phases above, the bidder will be disqualified and will not be evaluated further (for any of the following phases).

### 1.9.1 Phase 1 – Administrative Evaluation

The bidder must meet all the following requirements to pass the Administrative Evaluation:

- All bids must be submitted, before the Tender Closing Date and Time, in the tender box at the address noted on the cover page. All bids submitted after the Closing Date will not be opened but may be returned to the bidder.
- The bidder must fully comply with the Instruction for Submitting quotations, outlined in **SECTION 4** and must ensure that they complete and sign all the bidding documents in this section.
- All the documents listed in Section 3 and 4 of the tender documents must be submitted. Failure to submit the requested documents may result in disqualification at this stage.

Any tenderer that fails to meet the Administrative Evaluation Criteria will be disqualified and will not be considered for further evaluation.



### Administrative Evaluation

NO.	DESCRIPTION	YES	NO
1	Central Supplier Database (CSD)/SARS tax compliant		
2	Completed and signed all the attached bid documents (SBD 1, SBD 3.3, SBD 6.1, SBD 7.2, SBD 8, SBD 9, SBD 4)		
3	Central Supplier Database (CSD) registration document or number		
4	Latest financial statement		
5	Joint ventures with notary if any:		
6	Notary Joint Venture Agreement / Association Agreement (if applicable)		
7	B-BBEE rating certificate issued by a SANAS recognised entity / sworn affidavit. A minimum of level 2 is required for a main bidder		
8	B-BBEE rating certificate issued by a SANAS recognised entity / sworn affidavit for the sub-contractor or joint ventures if applicable:		
9	Company profile with a description of past experience		
10	Bidders shall submit subcontracting agreements between the main contractor and the subcontractor with this bid (if applicable):		

#### 1.9.1 Phase 2 – Pre-Qualification Criteria

Only bidders that meet the following Pre-qualification Criteria may respond to this RFQ:

- The bidder must have a minimum B-BBEE status level of contributor of 3.

**Any tenderer that fails to meet any of the above two criteria will be disqualified and will not be considered for further evaluation.**

#### 1.9.2 Phase 3 – Local Content Evaluation

Local Content is **NOT** Applicable for this RFQ.

#### 1.9.3 Phase 4 – Functional/Technical Evaluation

Refer paragraph 1.10

#### 1.9.4 Phase 5 – Price and B-BBEE Evaluation

In terms of regulations 4 and 8 of the Preferential Procurement Regulations of 2017, pertaining to the Preferential Procurement Policy Framework Act of 2000 (Act 5) acceptable bids will be evaluated on the **80/20** preference points system, with a maximum of 80 points being for price and a maximum 20 points allocation for B-BBEE status.

### 1.8 FUNCTIONAL/TECHNICAL EVALUATION

The Functional/Technical Evaluation is divided into two stages:

- Mandatory Technical Criteria; and
- Weighted and Rated Technical Criteria.

**1.10.1 MANDATORY TECHNICAL CRITERIA**

Bidders must meet all the following criteria to be considered for further evaluation. Failure to meet all the following criteria will lead to the automatic disqualification:

*Table 1 - Mandatory Technical Criteria*

<b>Mandatory Technical Criteria</b>	<b>Comply</b>	<b>Does not Comply</b>	<b>X-Cross Reference/ Comments.</b> (Bidder to complete this column)
1. Bidders must include the following in their written response: <ul style="list-style-type: none"> <li>• A description of the nature of the company;</li> <li>• The locations where the company operates;</li> <li>• The history of the company; and</li> <li>• Information regarding when it was registered.</li> </ul>			
2. Proof of accreditation with the Financial Sector Conduct Authority (FSCA), previously known as the Financial Services Board (FSB) – Specific category of products (e.g. short-term insurance-commercial lines and -personal lines).			
3. The successful bidder must provide ALL of the following insurance products/services: <ul style="list-style-type: none"> <li>• Water Infrastructure Assets</li> <li>• Office contents</li> <li>• Motor vehicle</li> <li>• Public Liability</li> <li>• SASRIA</li> <li>• Personal liability insurance</li> </ul>			
4. The bidder must provide documentary proof (e.g. letters/ certifications or contracts) from insurers/ re-insurers or underwriters confirming the insurer’s/underwriter’s commitment to provide the required insurance for all classes of OWB’s insurance portfolio. Please provide letters/ certifications or contracts as proof of support from insurers/ re-insurers or underwriters for all classes of insurance.			
Is the Black Economic Empowerment status of the bidder in line with the minimum requirement of the Financial Services Charter and has your status been verified and rated by any independent and reputable rating agency?  (if yes provide full details of rating and by whom)			

In their responses, bidder must state whether or not they comply or do not comply with each of the requirements above and provide a comment substantiating their claim or provide a cross reference where in the Quotation they address this requirement.

If a bidder does not comply with any requirement in the mandatory criteria they will be disqualified and will not be considered for further evaluation.

**1.10.2 WEIGHTED TECHNICAL EVALUATION.**

Bidders will be evaluated in terms of the prevailing supply chain policy applicable to Overberg Water Board and it should be noted that:

- A minimum of 67 points out of 100 points on technical capability will be the cut-off to qualify for further evaluation of Price and B-BBEE.
- The bidder must score at least 6 points (67%) out of 9 points to be evaluated (100%)
- Overberg Water Board will analyses and assess technical capability and therefore the bidder should demonstrate the following:

*Table 2 - Weighted Technical Evaluation Criteria*

Description		Maximum Points attainable	Points awarded
Is the Black Economic Empowerment status of the bidder in line with the minimum requirement of the Financial Services Charter and has your status been verified and rated by any independent and reputable rating agency? (if yes provide full details of rating and by whom)			
Do you have a dedicated service team whom will be allocated to Overberg Water Board? If yes, please provide the details of the proposed team and demonstrate experience, qualifications and capabilities. The Account Manager must have at least five (5) years' experience in the short-term insurance industry. (Attach CV' and Profiles)			
Have you been appointed as short-tem insurance broker on a water board portfolio in a portfolio in the past three (3) years? (If yes, please provide the signed reference letter from the water board and provide valid certified copy of your Guarantee cover)			
Are the insurers adequately solvent? (Provide the current Solvency margin of insurers)			
Are your insurance policies specially designed for water board(s)? (You may be requested to provide copies of your insurance policies)			
Is your quotation supported by insurers/underwriters for all classes of insurance you have quoted for? (Please provide a letter from the insurers/underwriters)			
Has the bidder been appointed in the past five(5) years as a short-term insurance broker on an insurance portfolio in excess of R 1 billion assets. The bidder should be able to insure the water board effective as from July 2019. (If yes, the bidder is required to provide proof of the portfolio agreement)			
Has the empowerment status of the insurers been verified and rated? (Provide the empowerment status of the insurers)			
Have you dealt with individual claims in excess of R 5,000,000.00 in the past three (3) years? (if yes, must list these claims by client, contact person, telephone number , claim description, claim amount and settlement amount).			

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*Table 3 - Phase 5 – Price and B-BBEE Evaluation*

This stage of the evaluation will be as follows:

<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>WEIGHTING/POINTS</b>
Price	Detailed Breakdown	80
B-BBEE	B-BBEE Level Contributor	20
<b>Total</b>		<b>100</b>

**SECTION 3. TERMS AND CONDITIONS OF TENDER****1. CONTRACT NEGOTIATION AND FORMATION**

Any contract awarded pursuant to this RFQ will incorporate the requirements, specifications, terms, and conditions contained in this RFQ, as well as the contents of the Bidder's Quotation as accepted by the OWB. The OWB reserves the right to negotiate the modification of proposed terms and conditions with the apparent successful bidder in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory product or service. If the parties are unable to reach an agreement, the OWB may go to the next Bidder with the second highest score. The successful bidder will be required to fill out, sign and submit a written contract form in terms of the Supply Chain Management Act.

**2. REJECTION OR ACCEPTANCE OF BIDS**

OWB reserve the right to accept or reject bids on each item separately, or as a whole, and to waive any irregularities in a submitted bid. In addition to the above, the successful bidder will be checked against the Register of Defaulters and the List of Restricted Suppliers on the National Treasury database.

**3. QUOTATION PREPARATION COSTS**

All costs incurred in the preparation and submission of Quotations and related documentation, including the Bidder's presentation to the OWB, will be borne by the Bidder.

**4. QUOTATION ACCEPTANCE PERIOD**

'Acceptance Period' as indicated in this RFQ, means the number of calendar days available to the OWB for awarding a contract.

**5. CLARIFICATION OF BIDS**

Prior to the awarding of the contract, the OWB may, at its sole discretion, seek clarification from any Bidder regarding Quotation information, and may do so without notification to any other Bidder.

**6. SITE VISITS AND REFERENCE CHECKS**

Vendors may be subjected to a site visit and/or reference checks during the procurement process.

**7. MARKETING REFERENCES**

The successful Bidder shall be prohibited from making any reference to the OWB, in any literature, promotional material, brochures, or sales presentations without the express written consent of the OWB.

**8. ETHICS**

The successful Bidder shall comply with the OWB policies on gifts and gratuities.

The vendor shall exercise reasonable care and diligence to prevent any action or conditions that could result in a conflict with the OWB interest. During the term of the contract, the vendor shall not accept any employment or engage in any work that creates a conflict of interest with the OWB, or in any way compromises the work to be performed under the contract. The vendor and/or its employees shall not offer gifts, entertainment, payments, loans, or other consideration to the OWB employees, their families, other contractors, subcontractors, and other third parties for the purpose of influencing such persons to act contrary to the OWB interest. The vendor shall immediately notify the OWB of any and all such violations of this provision upon becoming aware of such violations.

## 9. CONFIDENTIALITY

The Contractor, its officers, agents, employees, and consultants shall hold in confidence any information or materials identified as proprietary and/or confidential to the OWB or to any third party, to which the Contractor may have access in the course of performing its obligations under this Agreement. The Contractor shall not disclose or authorize disclosure to others, or use for its own benefit, such confidential information or materials without the express written consent of the OWB or any third-party owner. **This entire RFQ document should be considered proprietary and confidential to the OWB.**

This obligation for non-disclosure shall survive this Agreement and continue until such confidential information or materials are otherwise legally obtained or placed in the public domain.

## 10. SPECIAL CONDITIONS

Any award(s) made as a result of this RFQ will be subject to the following terms and conditions:

### 10.1. Liquidated Damages

The successful Bidder agrees to negotiate in good faith with the OWB, a Liquidated Damages provision which will specify an amount to be payable or credited to the OWB if Bidder fails to comply with the implementation schedule mutually agreed to, in the contract award.

### 10.2. Payment Schedule and Invoicing

The successful Bidder agrees to negotiate in good faith with the OWB, a progress payment schedule based on significant milestones identified in the scope of work and/or the implementation schedule included in the resulting contract. Bidders should provide a suggested payment schedule as part of their Quotation.

### 10.3. Prime Sponsor Terms and Conditions

Any award which may result from this RFQ will be issued subject to the terms and conditions of the prime funding agency, in this case the OWB. Quotations submitted by Bidders who are unable to accept said terms will be considered non-responsive.

## 11. REJECTION OF QUOTATIONS

OWB may reject bids which are non-responsive, including, without limitation, bids which contain the following defects:

- Late or incomplete bids.
- Failure to conform to the rules or requirements contained in the RFQ; including the instructions for submitting Quotation and the Quotation format guidelines.
- Failure to sign the entire original bid documentation (including additional submissions by the Bidder).
- Proof of collusion among Bidders, in which case all Quotations involved in the collusive action will be rejected.
- Non-compliance with applicable law, unauthorised additions or deletions, conditional bids, incomplete bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.
- Furthermore, the contract with the successful bidder may be subject to conditions, such as (i) successful Bidder should maintain its B-BBEE status for the duration of the contract and (ii) Bidder should provide additional documentation such as a new tax clearance certificate upon expiry of the previous version.

## 12. CONTRACT IDENTIFICATION

### 12.1. Prime Contractor

The OWB prefers to work with a single prime contractor for all product and implementation services. Nevertheless, if vendors wish to partner, they must submit a single Quotation with an established entity that shall be the primarily

**12.2. Vendor Prime Contractor Responsibility**

If a vendor's Quotation includes equipment, hardware, software or services to be supplied by other entities, it is desirable that the proposing vendor acts as prime contractor for the procurement of all products and services. The vendor, as the prime contractor, should be the sole point of contact, including payment of any and all charges, resulting from the purchase of the proposed software and services. The vendor, acting as primary contractor, should take full responsibility for the demonstration, construction (if required), delivery, installation, and acceptance testing of the proposed items supplied by its subcontractor(s). Each subcontractor used by the vendor on this project shall be required to submit full identification of their company to the OWB on the form titled Subcontractor Identification, found in Annexure F to this RFQ.

**13. ENTIRE AGREEMENT**

The contract executed pursuant to this RFQ will state the entire agreement between the parties in respect to the subject matter covered therein and supersedes any previous or contemporaneous oral or written Quotations, statements, discussions, negotiations, or other agreements. However, this RFQ and the Bidder's response will be incorporated by reference into the contract.

**14. ADDITIONAL INFORMATION**

OWB may request additional information either from the Bidder or others, to verify the Bidder's ability to successfully meet the requirements of this RFQ.

**15. NATIONAL TREASURY REQUIREMENTS**

Within ten (10) working days after the closure of the advertised competitive bid, the OWB will publish on its website the names of all bidders that submitted bids in relation to the advertisement of a bid.

Information on the successful bid will be made available on the OWB website. In addition to the above, the successful bidder will be checked against the Register of Defaulters and the List of Restricted Suppliers on the National Treasury database

**16. REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)**

Bidders must be registered on the CSD. Confirmation of registration in the form of the must be submitted together with the bid documents.

**SECTION 4. INSTRUCTIONS FOR SUBMITTING QUOTATIONS**

Bidders should submit their Quotations in the format and manner described below. Quotations must provide a complete response to all requirements stated in the RFQ. Quotations that are not compliant with the requirements, are subjected to disqualification.

1. **Bids/quotations sent via facsimile (FAX) or email will not be accepted. Late bids will not be accepted. Only the mailed or couriered or hand delivered bids/quotation will be accepted.**
2. **There should be one signed original and one additional hard copy of the original document submitted. The original bid document must be initialised on every page/entire document, including all other submissions by the Bidder.**
3. **The Pricing Schedule should be submitted in a separate sealed envelope. Pricing should not be reflected in any other part of the Quotation or cover thereof. (See the Annexure for the structure of the Pricing -per month)**
4. **Bids must be sealed, and the outer package marked with the RFQ number.**
5. **Structure of the Quotation.**

**5.1 ENVELOPE 1 - TECHNICAL QUOTATION. The technical Quotation must be structured**

**as follows: Cover page. The cover page must be on the company letterhead and must**

**include:**

**Name of the  
Company RFQ  
number and  
Bid**

**description**

**Table of**

**Contents page**

**Executive**

**Summary**

**Annexures.** All relevant forms attached as Annexures A to J to this document, must be completed in full and signed where applicable by a duly authorised official of the primary contractor / bidder.

- a. **Annexure A** – SBD 1 - Invitation to Bid
- b. **Annexure B** – Proof of authority must be submitted e.g. company resolution that the person signing SBD 1 is authorised to do so.
- c. **Annexure C** – **SBD 4 – Declaration of interest** – The vendor must certify that it has in no way entered into any contingent fee arrangement with any firm or person, and further that the vendor has not in any manner sought by collusion, to secure any advantage over other vendor(s). **This must be done by completing the “Declaration of Interest – Form SBD4” attached as Annexure C to this RFQ.**
- d. **Annexure D** – Response to **MANDATORY TECHNICAL CRITERIA**



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- e. **Annexure E** – Response to **Weighted TECHNICAL CRITERIA**
- f. **Annexure F – SBD 6.1 – Preference Points Claim form** – This must be done by completing the “Preference Points Claim Form – Form SBD 6.1” attached as Annexure D to this RFQ.
- g. **Annexure G** – Bidder’s B-BBEE certificate or sworn affidavit.
- h. **Annexure H – SBD 8** – Declaration of the Bidder’s past supply chain management practices.
- i. **Annexure I – SBD 9** – Certificate of independent bid determination.
- j. **Annexure J - Quotation adherence checklist – the checklist has been compiled for your ease of use and to ensure that your bid complies with the Overberg water Board administrative and technical requirements.**

5.2 *Table – 4 ENVELOPE 2 – PRICING QUOTATION.*

**Bidders must complete the pricing template listed below.**

**Annexure K – SBD3.3 - Pricing Schedule / Quotation** - All prices should include VAT. (Annexure A should be used to provide price).

- 6. **All instructions regarding the format of the Quotation should be followed; otherwise Bidders may be excluded from the rest of the bidding process. Please ensure that you comply fully with all requirements set out in the tender document.**
- 7. **Bids must be submitted to the address listed on the RFQ Cover Page.**

**SECTION 5. TERMS OF REFERENCE/SCOPE OF WORK**

Overberg water Board is inviting reputable and experienced Insurance Broker/s to submit their Quotations for provision of short- term insurance for a period of (3) Three Months.

The successful bidder must be able to provide the following general insurance services in terms of placement, maintenance and administration of the insurance portfolio:

1.1. Provide comprehensive insurance cover for losses which may be incurred due to:

- Property Theft and Vandalism
- Accidental Damages
- Natural causes which may bring losses/damages to any asset
- Operational risks
- Public Liability
- Fire
- Comprehensive Vehicle Cover including roadside assistance
- Business all risks

1.2. Detailed procedures for claim submission and administration.

- Provide a clear and user-friendly claim procedure, with a minimum turnaround time of 7 days once the claim has been submitted for losses/damages.

1.3. Facilitate insurance for Overberg water Board for all assets/portfolios (as indicated on 1.2 and 2.1 of the Scope of Work.), including new assets/portfolios.

1.4. Ensure that all Overberg water board's claims are attended to accordingly.

1.5. Correspond to insurance claims and other insurance related queries.

1.6. Ad-hoc adjustments and endorsements on sums insured and declaration to insurers/re-insurers.

1.7. Monitor premium payments and refunds in accordance with accounts and statements.

1.8. Provide quarterly reports on claims (claims processed and paid

1.9. out/finalised/closed/rejected, claims in progress)

**SECTION 6. RETURNABLE AND STANDARD BIDDING DOCUMENTS (SBD)**

**SBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER BOARD					
BID NUMBER:	OW RFQ 001/2019/20	CLOSING DATE:	23 JULY 2019	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF (3) Three Months				
<b>BID/QUOTATION RESPONSE DOCUMENTS MUST BE EMAILED TO THE FOLLOWING EMAIL ADDRESS:</b>					
<b>Overberg Water Board Offices, 1 Niblick way, Trident Park 3, Ground floor, Somerset West, 7137</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Precious Motlhaga		CONTACT PERSON	Mr Brian Mokhele	
TELEPHONE NUMBER	021 851 2155		TELEPHONE NUMBER	021 851 2155	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:tmotlhaga@overbergwater.co.za">tmotlhaga@overbergwater.co.za</a>		E-MAIL ADDRESS	<a href="mailto:bmokhele@overbergwater.co.za">bmokhele@overbergwater.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</i>					
1.ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]		2.ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> [IF YES, ANSWER PART B:3 ] <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No	

**REQUEST FOR QUOTATION NO. 001/2019/20**

**APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS**

<p><i>WORK S OFFER ED?</i></p>			
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p>YES</p>	<p>NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p>YES</p>	<p>NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p>YES</p>	<p>NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p>YES</p>	<p>NO</p>

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  
**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number .....
Closing Time 11:00 .....	Closing date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO.	QUANTITY **(ALL APPLICABLE TAXES INCLUDED)	DESCRIPTION	BID PRICE IN RSA
- Required by:			.....
- At:			.....
- Brand and model.....			
Country of origin.....			
Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s) .....			
- Period required for delivery .....			
- Delivery: .....			
*Firm/not firm			

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.  
 \*Delete if not applicable

SBD 3.3

**PRICING SCHEDULE**  
 (Professional Services)

NAME OF BIDDER: .....	BID NO: .....
CLOSING TIME 11:00	CLOSING DATE: .....

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of Quotations.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----- days	R-----
----- days	R-----
----- days	R-----
----- Days	R-----

Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

**REQUEST FOR QUOTATION NO. 001/2019/20**  
**APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS**

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On the basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid  
 .....

7. Estimated man-days for completion of project  
 .....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer priceindex.  
 .....  
 .....



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or Quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder?):.....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**2.7** Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution: .....

Any other particulars:

.....  
.....

**2.7.2** If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

**2.7.2.1** If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....

**2.8** Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

**2.9** Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
.....

**2.10** Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state, who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

**Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**4      DECLARATIONS**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature    Date

.....  
Position    Name of bidder

This document must be signed and submitted together with your bid.

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - a. Any single contract with imported content exceeding US\$10 million. or
  - b. Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.  
or
  - c. A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - d. Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in subparagraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by
- e. the DTI;
- f. upon approval of the business concept by the DTI, the contractor will submit
- g. detailed business plans outlining the business concepts;
- h. the contractor will implement the business plans; and
- i. the contractor will submit bi-annual progress reports on approved plans to the
- j. DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....  
Closing date:.....  
Name of bidder:.....  
Postal address:.....  
.....  
Signature:.....  
Name (in print):.....  
Date:.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB:**

**BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B- BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

**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);
  - a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable;
  - b) The 80/20 preference point system will be applicable to this tender.
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 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

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or Quotations;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;



- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.19 **“total rate”** means the hours per annum multiplied by hourly rate plus disbursements.
- 2.20 **“total costs”** means the total rate plus any other costs incurred during the contract period.

### 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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted. .... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
 (*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer Supplier
- Professional service provider
- 

Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

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

8.8 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 B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledged 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 B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Original and valid Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN  
 BY THE PURCHASER)**

1. I..... in my capacity as.....  
 accept your bid under reference number .....dated.....for the supply of goods/works  
 indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30  
 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any Bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain managementsystem;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup>invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition, meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form ofbid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and Quotations.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of  
Institution)

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

certify, on behalf of: \_\_\_\_\_

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> **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.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT July 2010**

#### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**



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5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and

maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **4. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

- advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 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.

27.2 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.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

**34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



**1.11 Checklist (Annexure J)**

**ADMINISTRATIVE AND TECHNICAL RESPONSIVENESS CHECKLIST**

<b>GENERAL REQUIREMENTS</b>	
1 signed original, 1 additional hardcopy	<input type="checkbox"/>
Apart from being signed, the original must also be initialed on each page.	<input type="checkbox"/>
Bids Sealed and outer package marked with Request for Quotation number.	<input type="checkbox"/>
Pricing Quotation included in a different envelope to technical Quotation	<input type="checkbox"/>
Executive Summary included	<input type="checkbox"/>
<b>SCM Invite to Bid – Form SBD 1 (Annexure A)</b>	
Name of Bidder and all contact details provided	<input type="checkbox"/>
VAT Registration Number supplied	<input type="checkbox"/>
Registered Representative indicated	<input type="checkbox"/>
Form Signed	<input type="checkbox"/>
<b>Proof of Authority to sign SBD1 (Annexure B)</b>	
Proof of Authority to sign SBD1 included (e.g. company resolution)	<input type="checkbox"/>
<b>SCM Declaration of Interest – Form SBD4 - (Annexure C)</b>	
Questionnaire completed in full and any possible conflict of interest declared.	<input type="checkbox"/>
Declaration signed by duly authorised representative	<input type="checkbox"/>
<b>Mandatory Technical Criteria (Annexure D)</b>	
Mandatory Technical Criteria template completed, and response included	<input type="checkbox"/>
Letters from companies confirming previous clients reference relevant to this tender	<input type="checkbox"/>
<b>Weighted Technical Criteria (Annexure E)</b>	
Weighted Technical Criteria Response included	<input type="checkbox"/>
<b>SCM Preference Points Claim Form – Form SBD 6.1- (Annexures F &amp; G)</b>	
Claim form for preference points for Broad-Based Black Economic Empowerment (B- BBEE) Status Level of Contribution (SBD6.1) completed and form signed.	<input type="checkbox"/>
Valid B-BEEE status level certificate issued by Accredited verification agency submitted	<input type="checkbox"/>
<b>SBD 8 – Declaration of bidder’s past supply chain management practices (Annexure H)</b>	
SDB8 from completed and signed	<input type="checkbox"/>
<b>SBD 9 – Certificate of independent bid determination (Annexure G)</b>	
Certificate of independent bid determination completed and signed	<input type="checkbox"/>
<b>SCM Pricing Schedule – Form SBD 3.3</b>	
Pricing Quotation included in a different envelope to technical Quotation	<input type="checkbox"/>
Completed both the SBD3.3 <b>AND</b> the pricing template provided by OWB	<input type="checkbox"/>

**REQUEST FOR QUOTATION NO. 001/2019/20**  
**APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS**

ANNEXURE

**REQUEST FOR QUOTATION NO. 001/2019/20  
APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS**

Category	Insured Amount	Tarrif	Monthly Premium (VAT Inc)	SASRIA	Total Monthly Premium
[A]	[B]	[C]	[D] = (B X C)	[E]	F=(D+E)
<b>Fire and Allied Perils</b>					
Buildings including water purification works, reservoir pump stations and ancillary buildings	1 132 250 613,27				
Buildings	9 316 737,34				
Buildings	22 991 327,00				
Pumps and machinery including equipment in the open and on water	46 852 200,00				
Plant & Machinery	5 622 264,00				
Plant & Machinery	6 296 935,68				
Spares including parts	1 829 971,45				
Power surge	100 000,00				
<b>Sub Total</b>	<b>1 225 260 048,74</b>				
<b>Extensions</b>					
Claims preparation costs	1 000 000,00				
Capital additions	20 000 000,00				
Theft Assault	20 000,00				
Professional fees	10 000 000,00				
Directors & Employees Personal Effects - per person	5 000,00				
Malicious damage caused by thieves	500 000,00				
Import surcharge	5 000 000,00				
Fire protection system updating	5 000 000,00				
Debris Removal & Site Clearance Costs	1 000 000,00				
Deterioration putrefaction of stock	100 000,00				
Reconstitution of data	1 000 000,00				
Property in the course of construction	1 000 000,00				
Office Contents	-				
Contents	1 431 005,00				
Documents	220 000,00				
Computer equipment	379 533,72				
<b>Sub Total</b>	<b>2 030 538,72</b>				
<b>Business all Risks</b>					
Two way radios	20 000,00				
Tools and equipment	100 000,00				
Office equipment	1 431 005,00				
<b>Sub Total</b>	<b>1 551 005,00</b>				
<b>Money</b>					
Crossed cheques	1 000 000,00				
All other	10 000,00				
<b>Personal property of employees whilst</b>					
In transit	500 000,00				
On insured's business	10 000,00				
<b>Theft</b>					
combined with BI	500 000,00				
<b>Glass</b>					
Limit	6 000,00				
<b>Accidental damage</b>					
Combined with BI	10 000 000,00				
<b>Property in Transit</b>	<b>1 000 000,00</b>				
<b>Loss of rent (sasria</b>	<b>10 000 000,00</b>				
combined with BI					
<b>Re engineering of purified water in reservoir following</b>	<b>5 000 000,00</b>				
malicious damage					
<b>ELECTRONIC EQUIPMENT</b>					
Electrical and mechanical breakdown including	5 610 008,00				
Plants, pumpstations and borehole machinery	-				
Immoveable equipment including hardware software and accessories	1 829 971,00				
Moveable equipment including hardware software and accessories	250 000,00				
Various laptops	160 000,00				
Gross Profit	100 000,00				
<b>Sub Total</b>	<b>7 949 979,00</b>				
<b>MATERIAL DAMAGE TOTAL</b>	<b>1 236 791 571,46</b>				
<b>BUSINESS INTERRUPTION</b>					
Basis of Cover:					
Indemnity Period:					
Loss of Gross Revenue	50 000 000,00				
Additional Increased Cost of Working	1 000 000,00				
<b>INTERRUPTION TOTAL</b>	<b>51 000 000,00</b>				
<b>Extensions</b>					
Research and Development Costs	5 000 000,00				
Fines and penalties	1 000 000,00				
Specified/unspecified Suppliers	2 500 000,00				
Specified/unspecified Customers	2 500 000,00				
Prevention of Access (50km radius) - extended cover	2 500 000,00				
All other	2 500 000,00				
Extended damage	2 500 000,00				
Diminution in value of stock	5 000 000,00				
Public relations expenses	1 000 000,00				
<b>ASSETS ALL RISKS TOTAL</b>	<b>1 287 791 571,46</b>				

\*Please reflect the Total premium for the 3 months (VAT Included and SASRIA)

REQUEST FOR QUOTATION NO. 001/2019/20  
 APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS

Category		Market Value (Carrying Amount)	Tariff	Monthly Premium (VAT Incl.)	SASRIA	Total Monthly Premium
[A]		[B]	[C]	[D] = (B X C)	[E]	F =(D+E)
<b>Buildings Combined</b>						
<b>All premises owned and occupied by the insured in the RSA</b>						
		6 631 856				
<b>Motor - Comprehensive</b>						
Nissan 1999, Sentra 160 Si	CEG2397	30 400				
Toyota 2000, Hilux 2400 D LWB (TPFT)	CEG2211	39 400				
Toyota 2002, Hilux 2400 D LWB (TPFT)	CEG2244	47 100				
Toyota 2003, Hilux 2400 D LWB (TPFT)	CEG3554	46 000				
Toyota 2003, Hi-Ace Sup 16 F/Lift	CEG3726	50 700				
Toyota 2003, Hilux 2400 D LWB	CEG3849	46 000				
Toyota 2004, Condor 2000I Estate	CEG3917	63 500				
Toyota 2004, Hilux 2400 D LWB	CEG4053	50 500				
Isuzu 2006, KB 250Dc Fleetside	CEG2054	53 900				
2006 Opel Corsa Util 1.4 I	CEG3046	39 300				
2007 Opel Corsa Util 1.7 DTI Club	CEG2869	69 800				
1900 Digger Op Sleepwa	CEG2219	50 000				
2008, Opel Corsa 1.7 club	CAM17602	79 800				
2008, Hilux D4d 4x4 2.5 KB (incl extras R12150.00)	CAM25647	122 850				
2008, Isuzu KB 250D LWB (TPFT)	CEG4655	59 400				
2009, Opel Corsa util 1.7 DTI club (incl extras R9280)	CAM11556	100 680				
2011, Toyota Hilux 2.5 D-4D RB SRX	CAM 7617	143 000				
2011 Toyota Hilux 2.5 D-4D RB SRX	CAM 21083	143 000				
Priclo Trailer, CAM16382	CAM16382	25 333				
Priclo Trailer, CAM11280	CAM11280	25 333				
2012' Toyota Hilux 2.5D Srx 4x4 P/U (incl extras R14361)	CAM22936	180 000				
2012 Toyota Hilux 2.5 D-4D R/B SRX	CAM28029	159 800				
2012 Toyota Innova 2.7 VVTI 8 Seater	CAM28190	146 000				
2014 Toyota Hilux 2..5 D-4D SRX R/B P/U S/C	CAM18709	200 000				
2014 Toyota Hilux 2.5 D-4D SRX R/B P/U S/C	CAM27368	200 000				
2014 Toyota Hilux 2.5 D-4D R/B SRX + Extras	CAM16323	200 000				
2015 Ford Ranger 2.2 TDCI XL P/U S/C	CAM16399	176 400				
2015 Toyota Hilux 2.5 D-SD SRX R/B P/U S/C (incl extras)	CAM 17856	212 200				
2017 Toyota Avanza 1.5 SX	TBA	210 945				
2017 Isuzu KB250 Fleetside	TBA	217 100				
Venter Sleepwa NB1003 Elite 6 1.8m	CAM26999	11 026				
<b>Third party liability: R 5 000 000</b>						
<b>Excess</b>						
<b>Houseowners</b>						
<b>All premises owned and occupied by the insured in the RSA</b>						
Buildings (Houses)		13 657 662				

\*Please reflect the Total premium for the 3 months (VAT Included and SASRIA)

REQUEST FOR QUOTATION NO. 001/2019/20  
 APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS

Category	Insured Amount	Tarrif	Monthly Premium (VAT Incl.)	SASRIA	Total Monthly Premium
[A]	[B]	[C]	[D] = (B X C)	[E]	F = (D+E)
<b>Public Liability</b>					
<b>All premises occupied by the insured</b>					
Section A - Public Liability	R 1 000 000				
Section B - Pollution Liability	R 1 000 000				
Section C - Products Liability	R 1 000 000				
Section D - Negligent Advice	R 1 000 000				
<b>Umbrella Liability</b>					
	R50 000 000				
<b>In addition to underlying policies including Motor liability</b>					
Limit	R50 000 000				
<b>Commercial Crime</b>					
3 x Operational managers	R 800 000				
5 x Senior Managers					
1 x Chief Executive Officer					
1 x Chief Financial Officer					
1 x Chiefs Operations Officer					
1 x Accountant					
4 x Financial Clerks					
Third party computer crime					

\*Please reflect the Total premium for the 3 months (VAT Included and SASRIA)

REQUEST FOR QUOTATION NO. 001/2019/20  
 APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS

Category	Insured Amount	Tarrif	Monthly Premium (VAT Incl.)	SASRIA	Total Monthly Premium
[A]	[B]	[C]	[D] = (B X C)	[E]	F =(D+E)
Loss as a result of a wrongful act in their capacity as a director or officer of the company, including loss of the company arising from a claim first made against the company including legal fees	R 20 000 000				
<b>Sub-Limits of Liability</b>	Per claims and in the aggregate				
Pre-Investigation Costs: ZAR 500,000	R 500 000				
Investigations Costs	Full limit				
Bodily injury and property damage defence costs	R 4 000 000				
Pollution defence Costs	R 20 000 000				
Pollution Derivative Claims	R 20 000 000				
Automatic new subsidiary Cover					
Run Off for retired persons	Lifetime				
	Blanket Basis except US/Canada or Financial Institutions				
Outside Directorship Liability					
<b>Non – Executive Directors Protection</b>	R 2 500 000				
<b>Retention</b>					
Loss from any Securities Claim	R 50 000				

REQUEST FOR QUOTATION NO. 001/2019/20  
 APPOINTMENT OF AN INSURANCE BROKER FOR A PERIOD OF THREE (3) MONTHS

Category	Insured Amount	Tarrif (excl. Broker Fee)	Annual Premium	SASRIA	Total Annual Premium
[A]	[B]	[C]	[D] = (B X C)	[E]	F =(D+E)
<b>76 x Adults</b>					
Death and Permanent Total Disability	R 75 000				
Temporary Total Disability (104 weeks)	R 0				
Medical	R 5 000				
15 x Children					
Death and Permanent Total Disability	R 10 000				
Temporary Total Disability (104 weeks)	R 0				
<b>Medical</b>	<b>R 5 000</b>				
<b>Stated benefits</b>					
<b>Chief Executive Officer, Chief Operating Officer</b>					
Chief Financial Officer, Senior Advisor Water Support					
Death and Permanent Total Disability - x 2 Annual Income)	R 3 500 000				
Temporary Total Disability (104 weeks)					
Medical R10 000					
24H Basis					