



FDC

Free State Development Corporation
Growing the Free State

FREE STATE DEVELOPMENT CORPORATION

REQUEST FOR TENDER

BID NUMBER: FDC BID NO. 001/2018

SHORT TERM INSURANCE FOR THE FREE STATE DEVELOPMENT CORPORATION

COMPULSORY BRIEFING SESSION: 13 MARCH 2018 AT 11:00

CLOSING DATE: 29 MARCH AT 12:00

PREPARED BY:

FREE STATE DEVELOPMENT CORPORATION
33 KELLNER STREET
WESTDENE
BLOEMFONTEIN
9301

TECHNICAL CONTACT PERSON: NOMSA MAKAPAN
SUPPLY CHAIN MANAGEMENT CONTACT PERSON: NTOMBI MTIMKULU

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FREE STATE DEVELOPMENT CORPORATION

BID NUMBER:	FDC BID NO. 001/2018	CLOSING DATE:	29 MARCH 2018	CLOSING TIME:	12:00
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DESCRIPTION	SHORT TERM INSURANCE
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

33 KELLNER STREET, CNR MARKGRAAF, WESTDENE, BLOEMFONTEIN, 9301

SUPPLIER INFORMATION

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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	TCS PIN:		OR	CSD No:	
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
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IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	
--	--

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

NAME:	
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>SIGNATURE OF BIDDER</p> <p>.....</p>	<p>DATE</p>		
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>FDC</p>	<p>CONTACT PERSON</p>	<p>NOMSA MAKAPAN</p>
<p>CONTACT PERSON</p>	<p>NTOMBI MTIMKULU</p>	<p>TELEPHONE NUMBER</p>	<p>051 400 0800</p>
<p>TELEPHONE NUMBER</p>	<p>051 400 0800</p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p>nomsam@fdc.co.za</p>
<p>E-MAIL ADDRESS</p>	<p>scmqueries@fdc.co.za</p>		

PART B

TERMS AND CONDITIONS FOR BIDDING

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 ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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1. PREMIUM

Indicate whether there are any additional costs not included in page 4, e.g. Insurer Fees, Own Costs, Audit Fees, Development Costs, Information Technology Costs, Risk Management and Risk Control Costs, and any other costs not listed elsewhere on page 4. SASRIA must also be included in the premium.

TOTAL ANNUAL PREMIUM (VAT INCLUSIVE)

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Excesses Applicable: Please state this clearly. If not stated, your tender will be disqualified.

FREE STATE DEVELOPMENT CORPORATION

SUMMARY OF INSURANCE PREMIUM

Class of Insurance	2018/19 Premium Incl. VAT & Commission	Insurance Company	Comments
A. Assets All Risk			
B. Business Interruption			
C. Electronic Equipment			
D. Machinery Breakdown			
F. General Liability			
G. Fidelity			
H. Machinery Breakdown			
I. Personal Accident			
J. Directors & Officers			
K. Motor			
L. SASRIA - Non-motor			
M. SASRIA – Motor			
Subtotal			
Less: LTA			
TOTAL PREMIUM			

FORM "A"

FORM OF TENDER

TENDER FOR THE FREE STATE DEVELOPMENT CORPORATION

To: The Chief Financial Officer
FREE STATE DEVELOPMENT CORPORATION
P O Box 989
BLOEMFONTEIN
9300

Sir/Madam

I/We, the undersigned:

- a) tender to supply and deliver to the FREE STATE DEVELOPMENT CORPORATION all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;
- b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by those conditions, set out in Forms A, C, D and Annexure A attached hereto, should this tender be accepted in whole or in part;
- d) confirm that this tender may only be accepted by the FREE STATE DEVELOPMENT CORPORATION by way of a duly authorized Letter of Acceptance; and,
- e) declare that we are fully acquainted with the Preferential Procurement Form and Schedules, and the contents thereof and that we have signed the Schedule of Prices – Form "F" and completed the Procurement Form, attached hereto.
- f) Declare that, the tender document and amendments thereto will be signed by the relevant authorized person in order for the document to constitute a proper contract between the FREE STATE DEVELOPMENT CORPORATION and the undersigned, on acceptance of a tender by the FREE STATE DEVELOPMENT CORPORATION.
- g) Declare that all information provided in respect of the tenderer as well as the tender documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the tender process or accidental thereto will, when required, be submitted to the satisfaction of the FDC.

Signed atthis Day of2018.

Signature: _____

Name of Tenderer _____

Address: _____

Date: _____

As Witness: 1. _____

2. _____

State in cases where the tenderer is a Company, Corporation or Close Corporation, etc by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorised to enter into this contract on behalf of:

by virtue of _____

dated _____ a certified copy of which is attached to this Tender.

Signature of authorized person: _____

Name of Tenderer: _____

Postal Address: _____

Date: _____

As witness: 1. _____

2. _____

Please Note:

The prices at which tenderers are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Each page of the tender document and amendments thereto must be initialed by the relevant authorised person in order for the document to constitute a proper contract between the FREE STATE DEVELOPMENT CORPORATION and the undersigned.

Tenderers must sign this Form of Tender as well as Form "G" (Schedule of Prices) attached to this tender document, and on acceptance of a tender by the FREE STATE DEVELOPMENT CORPORATION the Conditions of Contracts, Special Conditions, Specifications and Schedule of prices, attached here to shall be deemed to be the conditions of Contract between the parties.

Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the tender liable to rejection.

Bank account details of tenderer:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

NOTE: ANY ALTERATIONS TO THE TENDER DOCUMENT MUST BE SIGNED IN FULL BY THE AUTHORIZED SIGNATORY. IF THIS IS NOT ADHERED TO YOUR TENDER WILL AUTOMATICALLY BE DISQUALIFIED.

ANY COMPLETION OF THE TENDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED

FORM "B"

GENERAL CONDITIONS AND PROCEDURES

1. General Directives

1. The following general conditions and procedures contained in this document have been laid down by the Free State Development Corporation and are applicable to all tenders, orders and contracts, unless otherwise approved by the Free State Development Corporation prior to the invitation of the tender.
2. Where applicable, special conditions or procedures are also laid down by the Free State Development Corporation to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The tenderer shall satisfy himself/herself with the conditions and circumstances of the tender. By tendering, the tenderer shall deem to have satisfied himself/herself as to all the conditions and circumstances of the tender.
5. Formal contracts are concluded with the contractors only where this requirement is stated in the tender invitation.
6. All tenders with regard to the tendering of a service e.g. materials, cleaning services, professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the FDC. The acceptance of this Service Level Agreement is subject to the approval by the The Chief Financial Officer.
7. The written acceptance of tender shall be posted to the tenderer or contractor concerned by registered or certified mail.

2. Invitation of tenders

Invitations to tender indicate the conditions of purchase, preference point system to be used, specifications and delivery schedules, closing dates, contact person and all other necessary information.

1. Unless otherwise indicated in the tender documents, the FDC shall not be liable for any expenses incurred in the preparation and submission of tender.
2. Unless stated otherwise, the laws of the Republic of South Africa shall govern contracts arising from the acceptance of tenders.
3. No notification of tender invitation shall be published in the media in terms of Free State Development Corporation's Policy unless approved by the the Chief Executive Officer. The tender number on any envelope containing a tender must correspond with the number of the tender inside the envelope.
4. The FDC shall, in the tender document, indicate which preference point system to be applied in the adjudication of the specific tender.

Tenderers are required to:

- a. Make use of the official FREE STATE DEVELOPMENT CORPORATION's tender documents.
- b. Insert tender prices and other required information in the appropriate spaces on the prescribed form.
- c. Furnish all further information called for in the tender documents and to supply pamphlets, samples, etc., where required.
- d. Failure to submit an Original Valid Tax Clearance Certificate by a tenderer will invalidate a tender.
- e. To complete a declaration that:
 - i. The information provided is true and correct.
 - ii. The signatory is duly authorized to sign the tender document.
 - iii. Tenders containing tenderers own specified conditions may result in the tender being declared invalid if the tenderer fail to renounce such conditions when called upon to do so.

A compulsory briefing session will be held on the 13 MARCH **2018** to ensure that tenderers understand the scope of the project and that they comply with the conditions and requirements.

The attendance of this meeting will be compulsory. The attendance register shall be fully completed and duly signed.

Tenders close on 29 March 2018 at 12:00 as indicated on the tender documents.

The extension of closing date may only be granted by the Chief Executive Officer. This may be considered if circumstances justify the extension. The closing is normally extended if there is sufficient time to publish an amending notification, before the original closing date.

The tender shall remain valid for the number of the calendar days indicated in the tender documents and is calculated from the date and time of tender closure endorsed on the front cover of the tender document.

Should the tender validity expire on a Saturday, Sunday or Public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

Tenders shall be lodged not later than the closing time specified for their receipt at the address and in accordance with the directives in the tender documents.

Each tender shall be addressed in accordance with the directives in the tender documents and shall be lodged in a separate sealed envelope with the name and address of the tenderer, the tender number and the closing date indicated on the envelope.

The envelope shall not contain documents relating to any tender other than that shown on the envelope.

No submission via telephone, telex, telegram, telefax or electronic mail will be considered.

8. Tenders are late if they are received at the address indicated in the tender documents after the closing date and time.

A late tender shall not be admitted for consideration.

9. Tenders are opened in public as soon as practicable on the closing day and time.

5. Consideration of tenders

1. The Free State Development Corporation takes all tenders duly admitted into consideration.
2. The Free State Development Corporation reserves the right not to accept the lowest or any tender received.
3. The decision by the FDC regarding the awarding of a contract shall be final and binding.
4. Where a contract has been awarded on the strength of information which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Free State Development Corporation may, in addition to any other legal remedy it may have:
 - a) Recover all costs, losses or damages it has incurred or suffered as a result of the award of the contract.
 - b) Cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellations.
 - c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender.
 - d) Restrict the contractor, its shareholders and directors from obtaining business from the FDC for a period not exceeding ten (10) years.
5. The FDC will adjudicate acceptable tenders using a preference point system which awards points on the basis of:
 - ❖ The tendered price and functionality
 - ❖ Meeting specific goals
6. The Free State Development Corporation may, in the adjudication of tenders, give particular consideration to procuring locally manufactured products. Preference in this regard may be accommodated within the ambit of the Act's 80/20 point system.
7. Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
8. The Free State Development Corporation may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.

9. In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a “firm price”.
10. Points scored will be rounded off to the nearest 2 decimal.
11. In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.
12. Preference points stipulated in respect of a tender will include preference points for BBBEE in terms of PPPFA regulation of 2017.
13. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

14. Equity claims for a Trust shall not be allowed in respect of those persons who are both trustee and beneficiaries and who are actively involved in the management of the Trust.
15. Documentation to substantiate the validity of the credentials of the trustees contemplated in paragraph (17) shall be submitted to the FDC.
16. A Consortium or Joint Venture shall, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
17. The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
18. No contract shall be awarded to a person who failed to submit an Original Valid Tax Clearance Certificate from the South African Revenue Services (SARS) certifying that the taxes of that person to be in order.
19. Tenderers submitting two or more offers on the same tender without declaring interest will be disqualified.
20. No contract shall be awarded to a company that fails to submit a valid company registration certificate.

6. EVALUATION CRITERIA

Tenders shall be evaluated in terms of the following parameters.

6.1. Technical

6.1.1. Technical Requirements

The bids will be evaluated with regards to your response to Technical Requirements as follows:

ELEMENTS	WEIGHT
The institution's market share : Provincially; Nationally.	10% 15%
The institution's Provincial presence	15%
The institution's Risk research capability	20%
Do you have Fidelity Guarantee Cover to the value of minimum R200m	15%
Member of FSB (provide proof – FSB Licence).	15%
Qualification and experience – institutions are required to give details of the key staff's qualifications and experience with certified copies of certificates.	10%

Note: The minimum qualifying score for functionality is 60%. All tenders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price/Rate and BEE.

6.2 Preference Point System

All tenders that have achieved the minimum qualifying score (acceptable tenders) will be evaluated further in terms of the applicable preference point system as follows:

Criteria	Points
Price	80
BEE	20
Total	100 points

7. Administration of Contracts

1. Settlement of disputes

Should any dispute arise between a tenderer/supplier and the FDC as to an interpretation of the conditions of a tender, contract or order, the decision of the Chief Executive Officer shall be final. The execution of a contract or order shall not be delayed pending such decision.

8. Guarantee

Unless the contract stipulates otherwise, the contractor shall guarantee for a period of twelve months that no faulty material or workmanship was used in the manufacture of goods or in the execution of services and that the finish product is not defective. Should the guarantee not be complied with, the FDC may, without prejudice to any other rights it may have, demand that the supplies are replaced and the services repaired without cost to the FDC.

9. Payment for supplies and services

Subject to any instructions issued with a contract or order, a contractor shall be paid in terms of the agreed service level agreement.

- i. As a rule, payment will be made to the contracted service provider only. When payment is claimed by another party the latter must produce a written transfer, power of attorney or authorization and, before payment is made, the contracted service provider must confirm that the transfer, power of attorney or authorization has been given by him/her and that payment may be claimed in terms thereof.

10. Remedies in the case of death, sequestration, liquidation or judicial management.

In the event the sequestration of his/her estate or of his/her cession or transfer of a contract without the approval of the Free State Development Corporation or of the surrender of his/her estate or of his/her reaching a compromise with his/her creditors or of the provisional or final liquidation of a contractor's company or the placing of its affairs under judicial management, the Free State Development Corporation may, without prejudice to any other rights it may have, exercise any of the following:

- ii. Cancel the contract and accept any of the tenders, which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved from liability for any claim which has risen or may arise against the contractor in respect of supplies not delivered or work not carried out by him/her under the contract, and the Free State Development Corporation shall have the right to hold and retain all or any of the securities and retention moneys held by it at the date of the aforesaid occurrences until such claim has been satisfied; or
- iii. Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expenses of the estate of the contractor to carry on with and complete the contract.

11. Contractor's liability

In the event of the contract being cancelled by the Free State Development Corporation in the exercise of its rights in terms of these conditions, the contractor shall be liable to pay to Free State Development Corporation any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation and Free State Development Corporation shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract, or from a guarantee provided for the due fulfillment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Free State Development Corporation may suffer or have suffered.

The contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in the supply or service rendered or if the supply or service as a result of such defect, latent, otherwise, does not conform to any condition or requirement of the contract.

12. Transfer of contracts

The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the Free State Development Corporation.

13. Service Level Agreement

It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the Free State Development Corporation.

14. Independent Adviser

An independent adviser provides advice to FDC on short term matters and will do so in this case as well. The SLA will be agreed on between FDC, the intermediary and Insurer with sign off by the Independent Adviser.

FORM "C"

SPECIFICATION AND CONDITIONS OF TENDER

BASIS FOR TENDERING

FREE STATE DEVELOPMENT CORPORATION invites tenders in accordance with the Supply Chain Management Policy.

Stage 1 (one), Functionality: Short Term Brokers will be evaluated in accordance with the technical and performance specifications as outlined in the tender.

Short Term Insurance Brokers, who meet the pre-qualification requirements and achieve the minimum score of 60 %, will be considered to proceed to Stage 2 (two) of the bidding process. Evaluation of tenders will follow the requirement of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Regulation 6 of Preferential Procurement Regulations, 2017.

It will be required from the selected Short Term Insurance Broker to rebroke the Insurance Portfolio of the FREE STATE DEVELOPMENT CORPORATION in the local and/or international insurance market in accordance with specific criteria. In Stage 2 (two) the emphasis will be on technical proposals made to the FREE STATE DEVELOPMENT CORPORATION on the most cost-effective placement of the insurance portfolio in the insurance market based on the current pricing structure and method of insurance, taking into serious consideration the mitigation of business risks and financial risks exposures. Stage 2 (two) will require from the selected Short Term Insurance Brokers to obtain quotations from the insurance market valid for a minimum period of at least 90 (ninety) days in order for the FDC to accommodate presentations and recommendations from the selected Short Term Insurance Brokers before final approval of premium and appointment of the Short Term Insurance Brokers for a period of 3 (three) years.

GENERAL

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. FREE STATE DEVELOPMENT CORPORATION reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. FREE STATE DEVELOPMENT CORPORATION reserves the right not to evaluate and/or consider any proposals that does not comply strictly with the requirements as set out in this request.
3. FREE STATE DEVELOPMENT CORPORATION reserves the right to make a decision /selection based solely on the information received in the proposals to this request.
4. In order to be considered for this tender you have to be registered with the Financial Services Board (FSB) and a South African Financial Services Intermediaries Association (SAFSIA) and any other reputable association recognized by FSB.
5. Furthermore you will have to achieve a technical acceptability threshold of 60 points out of 100 points in terms of the services required and detailed tender specification.

SERVICES AVAILABLE

The services to be rendered as a Short Term Insurance Broker over the initial 3 (Three)-year period should include general services related to the placement, maintenance and administration of the insurance portfolio. A Service Plan should be drawn annually with inception of a new insurance period detailing the actions to be taken in accordance with the Annual Placement Programme as well as an Annual Maintenance Programme for claims administration. The Portfolio Service and Maintenance Plan should reflect at least the following general insurance actions:

- Internal and external discussions to set renewal and maintenance strategy;
- Internal Strategy meetings;
- Review existing cover;
- Established uninsured risks and internal self-insurance capacity;
- Review cover, limits and sums insured;
- Review uninsured risks and exposure;
- Alignment of Insurance and Risk Management Philosophy;
- Pre-renewal meeting to discuss excess structures and alternatives of renewal;
- Renewal follow-up on alternative quotations;
- Presentation of renewal terms and recommended options;
- Confirmation of placement and 100% cover;
- Confirmation of credit rating of insurance and re-insurance markets;
- Premium allocations on recommended aggregates and service fees;
- Compilation of detailed insurance manual as well as full summary on cover, limits, conditions and exclusions;
- Check and provide issued policy as well as legal confirmation of statutory compliance;
- Claims administration and maintenance as set out in detailed specification inclusive of motor, non-motor, COID and legal liability claims;
- Six monthly claims audit and recommendations;
- Compilation of claims procedural manual in accordance with manual and electronic version
- Post loss surveys;
- Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insures;
- Day-to-day correspondence and queries;
- Monitor premium payments and refunds in accordance with accounts and statement;
- Ad hoc training where required in terms of policy and procedural manual.

DETAILED TENDER SPECIFICATIONS

CLAIMS ADMINISTRATION

1. Administration of claims reported to the Insurance Broker;
 - The Insurance Broker will acknowledge receipt of claims forms and confirm all claims in writing to the client in 7 (seven) days after receipt of the notification of the incident.
 - If the claim is accepted by the Insurer an Agreement of Loss will be generated and forwarded to the Insurance Section of the client within 7 (seven) days after receipt of all the applicable documentation and claim has been accepted by the Insurer.
 - In cases where no Agreement of Loss is applicable, final invoice will be submitted by the client in reasonable time.
 - The Insurance Broker will assist the Insurance Section with the administration of claims in order to finalise all outstanding claims i.e. obtaining of reports, invoices, quotations etc.
 - The Insurance Broker will provide statistics on all claims/ declarations made per month not later than the 7th working day of the following month to the Insurance Section.

2. Scheduling and coordinating of claims meetings.
 - The Insurance Broker will schedule and coordinate a quarterly claims meeting and meetings when required (ad-hoc) by the Insurance Section of the FREE STATE DEVELOPMENT CORPORATION.
 - The purpose of the meeting will be to discuss all claims as per the applicable Insurance Policies reported by the Insurance Section to the Insurance Broker and to monitor the progress of all insurance claims reported to and authorized by the Insurance Broker.

3. Electronic claims administration system to administrate occupational injuries and disease claims.

It is expected of the broker to have capacity to provide the following services at an appropriate time to be determined by the Free State Development Corporation on a fee to be agreed with Free State Development Corporation:

- (i) Administration of all claims arising from occupational activities of the employees of the Free State Development Corporation pursuant the Compensation for Occupational Injuries and Diseases Act no 130 of 1993 and the Occupational Health and Safety Act.

- (ii) Formulation and implementation of Risk Management Strategy in line with the provisions of the Municipal Finance Management Act.

- (iii) Management of Occupational Injuries and Disease Act as well as Occupational Health and Safety Act risks related to the implementation of construction contracts by third parties on behalf of the Free State Development Corporation.

PREQUALIFICATION STAGE I (ONE)

Applications only from companies who can attest to and provide the following;

- a. South African based Insurance Broking organization.
- b. Resources – details of full time employees being account directors, technicians, broking and other staff that may be utilized on this account, based in South Africa.
- c. A tender price will only be considered for tenderers selected to proceed to Stage 2 (Two) of the bidding process. This price in Stage 2 (Two) should be inclusive of all required services, Value Added Tax to be shown separately.

COMPULSORY QUESTIONNAIRE:

PLEASE NOTE THAT YOU HAVE TO BE REGISTERED WITH THE FINANCIAL SERVICES BOARD (FSB) AND A SOUTH AFRICAN FINANCIAL SERVICES INTERMEDIARY ASSOCIATION and ANY OTHER REPUTABLE ASSOCIATION RECOGNISED BY FSB TO BE CONSIDERED FOR THIS TENDER. A VALID CERTIFIED COPY OF YOUR REGISTRATION CERTIFICATES AND NUMBERS SHOULD BE ATTACHED TO YOUR TENDER.

IF YOU COMPLY WITH THESE TWO REQUIREMENTS THE FOLLOWING QUESTIONS MUST BE ANSWERED BY THE TENDERER. WHERE A YES IS INDICATED SUBSTANTIATING VALID EVIDENCE MUST BE SUPPLIED. IF THE QUESTIONS ARE NOT ANSWERED AND APPLICABLE CERTIFIED VALID DOCUMENTS NOT ATTACHED WHERE REQUIRED THE TENDER WILL BE DISQUALIFIED.

SPECIFICATION AND CONDITIONS OF TENDER (CONTINUE)

	YES	NO
1. Are you a South African based Insurance Broking Organisation? (If yes attach valid documentary proof)		
2. Will you be outsourcing more than 25% of your services to other brokers or parties? (If yes provide equity ownership and HDI status of the beneficiary broker or partners to whom part of the contract will be outsourced)		
3. Is your service team to be utilised on this tender FAIS compliant and registered with the Financial Services Board? (If yes attach a valid certified confirmation from the Financial Services Board)		
4. Do you have a Loss Control Resource? (If yes provide details and particulars of representatives)		
5. Do you have a Risk Finance Resource? (If yes provide details and particulars of representatives)		
6. Name local organizations where you are currently applying risk management (risk finance and risk control)		
7. Can you provide formal training services in risk management, risk control and risk financing? (If yes, provide full details where you have done so and contact persons)		
8. Do you have Professional Indemnity cover to the value of R100m? (If yes must provide a valid certified copy of your Professional Indemnity cover)		
9. Do you have Fidelity Guarantee cover to the value of R100 million? (If yes must provide a valid certified copy of your Fidelity Guarantee cover)		
10. Do you have any agency with specific insurers? (If yes must attach valid certified correspondence from each insurers)		
11. Are you ISO 9000 compliant? (If yes must attach a valid certified compliance certificate)		
12. Do you have a dedicated service team whom will be allocated to FREE STATE DEVELOPMENT CORPORATION's insurance portfolio? (If yes must attach an organogram of the service team and their relevant curriculum vitae. Please note that the curriculum vitae will only be considered if the employee has at least 3 (three) years short term insurance experience).		

<p>13. Have you been appointed in the past 3 (three) years as a short term insurance broker on an insurance portfolio in excess of R1 billion assets? (If yes must provide the names of these clients, the contact person and telephone number).</p>		
<p>14. Have you been appointed as a short term insurance broker on a public entity portfolio in the past 3 (three) years? (If yes must indicate the name of the FDC, the contact person and telephone number).</p>		
<p>15. Have you dealt with individual claims in excess of R250, 000.00 in the past 3 (three) years? (If yes must list these claims by client, contact person, telephone number, claim description, claim amount and settlement amount).</p>		
<p>16. Do you have an electronic insurance claims administration system that will be made available to the clients? (If yes must indicate the name of the system and claims handling capacity of the system)</p>		
<p>17. Has this electronic insurance claims handling system been implemented with your other clients? (If yes must provide the name of the clients and their telephone numbers)</p>		
<p>18. Do you have an electronic injury on duty claims administration system that will be made available to the client? (If yes must indicate the name of the system and claims handling capacity of the system)</p>		
<p>19. Has this electronic injury on duty claims handling system been implemented with your other clients? (If yes must provide the names of the clients and their telephone numbers).</p>		

SIGNATURE OF TENDERER: _____

FORM "D"

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

1. The tax affairs of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. A Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate shall invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

FORM "E"

**CONTRACT FOR APPOINTMENT AS
SHORT-TERM INSURANCE BROKER**

GENERAL CONDITIONS OF TENDER

1. DEFINITIONS

Unless inconsistent or expressly indicated otherwise by the context

"FREE STATE DEVELOPMENT CORPORATION" -shall mean FREE STATE DEVELOPMENT CORPORATION

"TENDER" - shall mean an offer to arrange for the Free State Development Corporation short-term insurance at a specified premium, with the insurers as stated.

"BROKER" - shall mean any person or persons or anybody or anybody of persons corporate or incorporated who or which offer(s) to arrange short-term insurance and render such service to the Free State Development Corporation.

2. PERIOD OF CONTRACT

The contract is for the period of three (3) years it is possible to negotiate a longer period, subject to the formal acceptance of the Free State Development Corporation.

2.1 CLOSING DATE OF TENDER

Sealed quotation marked "**SHORT-TERM INSURANCE**" must reach the undersigned or be **placed in the tender box of the offices of FREE STATE DEVELOPMENT CORPORATION Situated at 33 Kellner Street, Westdene, Bloemfontein.**

on or before 29 March 2018 at 12H00, No late Tenders will be accepted.

3. The Free State Development Corporation shall, in the following cases, have the right summarily and without recourse to law and prejudice to the right of the Free State Development Corporation to sue the Broker for any damages sustained by it in consequence of the Broker's breach of contract, or default as aforementioned and to terminate the contract.

3.1 In the event of any breach of or failure by the Broker to comply with any of the terms of this contract.

3.2 In the event of an order being made for the sequestration of the Broker's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Broker making application for the surrender of his estate, or if he shall enter into, make or execute any deed of arrangement, or other composition or arrangement with, or assignment for the benefit of his creditors, or purport so to do, or, if the Broker is a company, if it shall pass a resolution, or if the Court shall make an order, for the liquidation of such company and

3.3 In the event of the Broker, or any person employed by him, paying or offering to pay any sum of money by way of commission or gratuity to any Free State Development Corporation or person in the employ of the Free State Development Corporation or giving or

offering or endeavoring to give to such Free State Development Corporation or other person any gift or consideration.

FORM "F"

APPOINTMENT OF SHORT-TERM INSURANCE BROKER

SPECIAL CONDITIONS

1. THE BROKER MAY NOT SUGGEST ANY OTHER INSURANCE BASE OR ANY ALTERNATIVES NOT CONTAINED IN THE DOCUMENTS OF TENDER AND ONLY THIS DOCUMENT MAY BE USED. ANY DEVIATION FROM THIS WILL RESULT IN THE DISQUALIFICATION OF THE TENDER.
2. Unless otherwise specified, it is accepted in the case of every type of policy tendered for, that the tenderer will be willing to underwrite the individual policy type at the premium tendered, without any other policies being granted to him.
3. THE WORDING OF THE POLICY MUST BE ATTACHED. SHOULD THERE BE ANY LIMITING AND/OR EXTRA ORDINARY CONDITIONS, TERMS AND/OR EXCEPTIONS, THAT FACT SHOULD BE CLEARLY NOTED IN EACH POLICY. –
4. If a long-term agreement is entered into, it should be possible for either of the parties to cancel it with the appropriate penalties.
5. The details of property, amount insured, et cetera furnished herein is according to the information which is currently available. However, the Free State Development Corporation reserves the right to adjust details, if necessary, at the final placement of the insurance, as well as during the period of the contract.
6. All premiums should be rounded off to the nearest full rand. If extensions are granted free of charge, the entry in the column should read "free of charge". If the tender does not include an extension, the entry in the premium column should read "no tender". All premiums MUST INCLUDE VAT.
7. The Broker shall be a registered member of the South Africa Insurance Brokers Association (SAIBA).
8. The Broker must disclose the Insurer on each type of policy.
9. The Tenderer must indicate how many local authorities' insurance is at present being handled by him, and should cite a few examples with references of contact persons.
10. The Broker must indicate:
 - 10.1 How many members of staff are in the Broker's employ country wide and locally?
 - 10.2 How much experience do the members of your staff who will be dealing directly with the Free State Development Corporation, have of handling the insurance of Public Entities?
 - 10.3 Which office will be handling the Free State Development Corporation's portfolio?

FORM "G"

ASSETS ALL RISK

DISCRIPTION		SUM INSURED
A	MATERIAL DAMAGE	
1	A – Industrial	R4,637,722,500
	B - Frame Complex	R182,687,800
2	Commercial	R550,500,450
3	Residential	R80,000,000
4	Infrastructure – Mangaung Metropolitan	R25,000,000
5	Infrastructure – Thabo Mufutsanyana	R44,000,000
2	BONDED PROPERTIES WHERE FDC ACTS AS MORTGAGEE	
	Residential Loans	R120,000,000
3	MACHINERY BREAKDOWN	
	As per schedule	R84,500,000
	SUB-LIMITS	
1	Theft	R1,500,000
2	Malicious Damage Theft	R1,500,000
3	Office Contents	R5,000,000
4	Money	
	Major Limit	R200,000
	Minor Limit	R5,000
	Crossed Cheques	R200,000
5	Goods in Transit	R500,000
6	Parked vehicles at Insured's own premises	R3,000,000
7	Claims preparation costs	R500,000
8	Documents	R300,000
9	Legal Liability – Documents	R500,000
10	Specified Items	R100,000
11	Fire Brigade charges	R5,000,000
		Included in Sum Insured
12	Public Authority requirements	
13	Municipal scrutiny fees	R1,000,000
14	Debris removal & Professional fees	R5,000,000

B	BUSINESS INTERRUPTION(12 Months)	
1	Gross rentals	R90,000,000
2	Additional increased cost of working	R10,000,000

C	ELECTRONIC EQUIPMENT	
1	Electronic Equipment	R4 000,000
2	Reconstruction of Data	R800,000
3	Increase cost of working	R300,000

F - PUBLIC LIABILITY

COVER : Against all sums for which the Insured shall become legally liable to pay as a result of accidental injury to Third Party Persons or damage to their property arising out of the business of the Insured.

INDEMNITY LIMITS	:	DESCRIPTION	
		General Liability	R50, 000,000
		Tenants Liability	R20, 000,000
		Products Liability	R 5,000,000
		Defective Workmanship	R 5,000,000
		Libel and Slander (in aggregate)	R 250,000
		Legal Defence Costs (in aggregate)	R 5,000,000
		Wrongful Dismissal	R 5,000,000
		Motor third party	R5,000,000
	:	SALARIES	R 71,000,000

G - FIDELITY GUARANTEE

COVER : Financial loss arising out of any act of fraud, computer crime or Dishonesty committed by Insured employees.

INSURED PERSONS	:	Directors	: 05	R	4,000,000
		Senior Personnel	: 14	R	10,000,000
		All other staff	: 122	R	1,000,000

H - MACHINERY BREAKDOWN

ITEM	DISCRIPTION	VALUE
1	THABO MOFUTSANYANE DISTRICT	
	22 x Mini Substations	R20,000,000
	4 x Switch Stations	R16,000,000
	6 x 1.7MVA 11kv Transformers	R3,000,000
	5 x T3 Switchgear	R500,000
2	MANGAUNG METROPOLITAN	
	48 x Mini Substations	R21,000,000
	4 x Switch Stations	R16,000,000
	4 x 1.2 MVA Transformers	R2,000,000
	2 Pumps / 2 Control Units	R1,500,000
3	UNDERGROUND CABLES	R5,000,000
	Thaba Mofutsanyana - 12 Km	
	Mangaung Metropolitan - 11,5 km	
	TOTAL SUM INSURED	R85,000,000

I - PERSONAL ACCIDENT

COVER : Accidental death or bodily injury to Insured persons caused by external, violent and visible means during work and/or leisure hours.

INSURED PERSONS :
i) Directors : 08
ii) Senior Personnel : 50
iii) Other Staff : 55

BENEFITS :

A. DIRECTORS

Benefits:	Death	R750 000 per capita
	Permanent Disability	R750 000
	Temporary Total Disability	R500 per week - 104 weeks
	Temporary Partial Disability	R500 per week - 104 weeks
	Medical Expenses	R100 000
	Funeral Costs	R25 000

B. SENIOR PERSONNEL - Persons earning in excess of R200 000.00

Benefits:	Death	3 x Annual Earnings
	Permanent Disability	3 x Annual Earnings
	Total Estimated Annual Earnings	R 8 000 000
	Temporary Total Disability	100% for 104 weeks
	Temporary Partial Disability	100% for 104 weeks
	Medical Expenses	R 100 000
	Funeral Costs	R 25 000

Basis: A 24 hour cover

C. OTHER STAFF

Benefits:	Death	3 x Annual Earnings
	Permanent Disability	3 x Annual Earnings
	Temporary Total Disability	100% of Average Weekly
	Temporary Partial Disability	100% of Average Weekly
	Medical Expenses	R100 000
	Funeral Costs	R 25 000

Basis : A 24 hours cover

K - MOTOR FLEET

ITEM	YEAR	VEHICLE DESCRIPTION	REG NUMBER	VALUE SUPPLY BY FDC	TRADE VALUE	RETAIL VALUE
1	1997	Toyota LDV	BSK101FS		R 47,200	R 78,819
2	2005	Mercedes - Benz Vito	FDC15FS		R 210,000	R 287,894
3	2005	Toyota Hilux 2.2	FDC13FS		R 75,773	R 93,773
4	2005	Toyota Hilux 2.2	FDC14FS		R 85,500	R 103,225
5	2005	Toyota Hilux DC	DCY058FS		R 89,335	R 119,385
6	2005	Toyota Hilux DC	DCY061FS		R 89,335	R 119,385
7	2008	Toyota Yaris 1.3	016FDCFS	R 135,000		
8	2009	Lux	TBA	R 100,000		
				R 235,000	R 597,143	R 802,481

L - RIOT INSURANCE

COVER : On all items insured

SUM INSURED : On all items insured

NOTES :

FORM H

CLAIMS SUMMARY

2013 - 2014

1	Assets	(26)	R	489,027.84
2	Electronic Equipment	(2)	R	11,195.00
3	Motor			-
TOTAL			R	500,222,84

2014 - 2015

1	Assets	(48)	R	512 408,44
2	Electronic Equipment	(1)	R	6,889.00
3	Motor	(2)	R	24200,00 -
TOTAL			R	543, 497,44

2015 - 2016

	Assets	(27)	R	7 149 218,90
	Electronic Equipment	(2)	R	13 505,60
	Motor			
TOTAL			R	7,162 ,724,50

2016 - 2017

	Assets	(74)	R	6 805 143,67
	Electronic Equipment	(2)	R	19 290,00
	Motor	(1)	R	10 000,00
TOTAL			R	6,824,433.67

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 proposal). 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, shareholder²):

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.

¹"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.

²"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 presentely employed by the state? **YES / NO**

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:

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

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

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

4 DECLARATION

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

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE	100

1.5 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.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 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		NO	
-----	--	----	--
- 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

OR
 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 acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - 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 services 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 authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<u>DESCRIPTION OF SERVICE</u>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1
-
- 2

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 management system;
 - 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? or Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		

SBD 8

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

Js365bW

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *pe 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 of bid-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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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

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 consortium³ 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.

³ 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

Js914w 2