



National  
**Nuclear  
Regulator**

## INVITATION TO BID

<b>BID NO.</b>	NNRSCM-03-2022
<b>CLOSING DATE AND TIME</b>	29 JULY 2022 AT 11h00am
<b>DESCRIPTION</b>	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF SHORT TERM BUSINESS INSURANCE SERVICES FOR A PERIOD OF THREE (3) YEARS.</b>
<b>BID VALIDITY PERIOD</b>	90 days (from closing date)
<b>SCM enquiries:</b>  Contact Person: Lindiwe Nkosi or Sanelisiwe Mavundla Tel: 012 674-7100 e-mail: <a href="mailto:Lnkosi@nnr.co.za">Lnkosi@nnr.co.za</a> / <a href="mailto:SMavundla@nnr.co.za">SMavundla@nnr.co.za</a>	<b>Technical enquiries:</b>  Contact Person: Phumudzo Netshimbupfe Tel: 012 674-7100



caring



excellence



integrity



openness &  
transparency



teamwork



safety & security

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**DETAILS OF THE BIDDER**

Name of bidder	
Registration number	
Tax Reference number *	
SARS Tax Pin Number *	
National Treasury Central Supplier Database (CSD) Supplier number *	
BBBEE Level contribution	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
<p><b>SIGNATURE OF BIDDER:</b>_____</p> <p><b>DATE:</b>_____</p>	

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Bidders are to ensure that they received all pages of this document, which consists of the following:

Section 1	: Invitation to Bid (SBD1)
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Section 3	: Special Instruction and notices to bidders.
Section 4	: Functional Requirements : Terms of Reference
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Section 6	: Pricing Proposal
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Annexure 2	Preference Point Claim Form for BBBEE (SBD 6.1)
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**NNRSCM-03-2022: APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF SHORT TERM BUSINESS INSURANCE SERVICES FOR A PERIOD OF THREE (3) YEARS**

**SECTION 1**

**INVITATION TO BID**

**PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL NUCLEAR REGULATOR**

BID NUMBER:	NNRSCM-03-2022	CLOSING DATE: <b>29 JULY 2022</b>	CLOSING TIME:	<b>11H00am</b>
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DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF SHORT TERM BUSINESS INSURANCE SERVICES FOR A PERIOD OF THREE (3) YEARS</b>
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT :**

NATIONAL NUCLEAR REGULATOR
BLOCK G, ECO GLADES OFFICE PARK
420 WITCH HAZEL AVENUE
ECO PARK, CENTURION.

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		<b>OR</b>	CSD No:
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
IF YES, WHOM WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		

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(CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
	NAME:		
<b>[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]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	National Nuclear Regulator		
CONTACT PERSON	Lindiwe Nkosi Sanelisiwe Mavundla	CONTACT PERSON	Phumudzo Netshimbupfe
TELEPHONE NUMBER	012 674-7100	TELEPHONE NUMBER	012 674-7100
E-MAIL ADDRESS	<a href="mailto:LNkosi@nnr.co.za">LNkosi@nnr.co.za</a> / <a href="mailto:Smavundla@nnr.co.za">Smavundla@nnr.co.za</a>		

## **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.
- 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. 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 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MUST ALSO SUBMIT A PRINTED TCC 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)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ 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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## SECTION 2

### 1. SUBMISSION REQUIREMENTS

1.1. PRE-QUALIFICATION CRITERIA (MANDATORY REQUIREMENTS)		
Without limiting the general requirements of the NNR for this bid, bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will not be evaluated further, should the submission not comply with all the mandatory requirements and for failure to fully complete, and sign the SBD Forms and to initial each page of the General Conditions of Contract.		
CHECKLIST OF DOCUMENTS TO BE SUBMITTED (PLEASE TICK IN THE RELEVANT BLOCK BELOW)		
DOCUMENT DESCRIPTION	YES	NO
It is a requirement that all suppliers/ services providers to providing services to the NNR must be registered on the National Treasury Central Supplier Database (CSD). Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: <a href="http://ocpo.treasury.gov.za/Pages/default.aspx">http://ocpo.treasury.gov.za/Pages/default.aspx</a> Bidders are therefore required to submit proof of their registration on the CSD.		
Bidders must ensure compliance with their tax obligations. 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. Bidders may also submit a printed TCS together with the bid. Bids submitted without any one of the above particulars, will be deemed to be non-responsive.		
Bidders are required to submit original or certified valid B-BBEE certificates / sworn affidavit in order to substantiate rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they will not qualify for preference points for B-BBEE.		
SBD 6.1 (Fully Completed and signed Preference Points Claim Form) Non-submission will lead to a zero (0) score on BBEE in line with the Prequalification Criteria set out in the bid document		
General Conditions of Contract Bidders must initial each page and return the document as part of their submission. Bids submitted without an initialed General Conditions of Contract will be deemed to be non-responsive and will not be considered further		
SBD 3.3 - Pricing Schedule (Rates) (Fully Completed and Signed)		
SBD 4: Fully Completed and signed Declaration of Interest accompanied by clear and certified copies of directors/members identity documents		
Resolution Letter/Proxy Letter(Bidder must provide a Resolution/Authorization or Proxy letter to prove that the representative or signatory of the service provider/Institution is duly authorized to sign on behalf of the service provider/institution and must attach a certified ID copy of the person assigned		
The bidder must submit the proof of registration Financial Sector Conduct Financial Sector Conduct Authority (FSCA) formerly, the Financial Services Board (FSB) ( <b>Failure to submit proof of registration will lead to disqualification</b> )		

### **SECTION 3**

#### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

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PLEASE NOTE THAT THIS BID IS SUBJECT TO NATIONAL TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE NNR POLICY AND GENERAL CONDITIONS OF CONTRACT.

1. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
2. The bidder is advised to check the number of pages and to satisfy themselves that none are missing or duplicated.
3. Bids submitted must be complete in all aspects of the bid. Bids will only be considered if correctly completed and accompanied by all relevant and /or necessary applicable information.
4. Bids shall be lodged at the address indicated not later than the closing date and time specified for their receipt, and in accordance with the directives in the bid documents.
5. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
6. A specific box is provided (at the NNR reception) for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
7. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging and the courier company must ensure that documents are placed / deposited into the bid box. **The NNR will not be held responsible for any delays where bid documents are handed to the NNR receptionist, security personnel or postal address, or any documents that gets lost.**

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8. No bid submitted by telefax, telegraphic or other electronic means will be considered.
9. Use of correcting fluid or erasable pencil is prohibited.
10. Where practical bids will be opened in public after the closing time of bid.
11. NNR reserves the right to reject all responses submitted by bidders and to embark on a new bid process.
12. A Service Level Agreement will be signed with the successfully bidder.
13. Bidders must submit signed documentary proof of the existence of joint ventures and/or consortium arrangements. The NNR will only accept signed agreements as acceptable proof of joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
14. The NNR at its own discretion may vary the scope of this bid to include or exclude more scope/work. In the case of the latter the bidder will not be entitled to claim work for work not required.
15. Commencement of work shall be subject to receipt of an official purchase order and conclusion of the Service Level Agreement.
16. The NNR will only commence the payment process after receipt of a bill of costs and/or invoice from the bidder and after such has been approved by the client division as representing the services rendered for the project.
17. Payments of invoices will be settled within 30 days from receipt of a correct and original invoice. No upfront payments will be made; the successful bidder will only be paid after the services have been rendered. All payments will be made by the NNR ONLY through electronic bank transfer into a banking account of the successful bidder.

18. The NNR will not be liable for any expenses incurred by the bidder(s) during the bidding process.

19. Under no circumstance will the NNR return proposals received and /or submitted in any format. These proposals shall be kept confidential for internal consideration.

**20. The NNR reserves the right to:**

20.1 To amend any bid conditions, specifications, terms of reference, extend the validity period or extend the closing date of the bid.

20.2 Not to accept the lowest bid or any bid part or in whole. The NNR may award the bid to the bidder who proves to be capable of handling the services and whose bid is technically acceptable and/or financially advantageous to the NNR.

20.3 To award this bid as a whole or in part without furnishing reasons.

20.4 To extend/decrease the scope of work relating to this bid to include any of its affiliates if required. The implication of the scope changes (if any) will be subject to negotiations between the NNR and the successful bidder.

20.5 To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.

20.6 To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.

21. The NNR may request written clarification or further information regarding any aspect of the proposal. The bidder/s must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.

22. To contact references during the evaluation and adjudication process to obtain information

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23. Should the parties at any time before and/or after the award of the bid and prior to, and /or after issuing an appointment letter fail to agree on any significant service, price, change in terms of reference or change in services etc., the NNR shall be entitled to recall the letter of appointment and cancel the award by giving the bidder a written notice of such.
24. Negotiate rates submitted by bidders.
25. Such cancellation shall mean that the NNR reserves the right to award the same proposal to the next best bidder as it deems fit.
26. The successful bidder must ensure that all personnel working under this contract are suitably experienced prior to the commencement of services and remain in the project for the duration of the contract.
27. The General Conditions of Contract will apply to this bid.

## **2. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

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- 2.1 The NNR reserves the right to disqualify any bidder who;
  - 2.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder or company / business in respect of the subject matter of this bid;
  - 2.1.2 Bidders who seek or obtain the assistance from employees, contractors or advisors of the NNR in the preparation of their responses.
- 2.2 Bidders must familiarise themselves with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

## **3. NOTICE TO BIDDERS**

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- 3.1 The NNR calls on all service providers/ bidders not to be lured into tender (bid) fraud scam which requires upfront payment in doing business with the NNR.
- 3.2 The NNR would like to clearly state that service providers/bidders are not expected to pay any fee upfront to be awarded a tender (bid).

- 3.3 Service providers / bidders are urged to remain vigilant to the tender (bid) scam and any other scams. On suspicions of such, service providers/ bidders are advised to report it to law enforcement agencies and /or the NNR SCM or Legal Services officials.

#### **4. UNDERTAKING AND OBLIGATION OF THE BIDDER**

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- 4.1 The successful bidder may, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the NNR, which will form an integral part of the service provider's agreement. The SLA will serve as a tool to measure, monitor and assess the service provider's performance level and ensure effective delivery of service, quality and value-add business for the NNR.
- 4.2 The successful bidder shall render all or any of the services described in the attached documents on NNR terms and conditions and in accordance with the terms of reference stipulated in the bid document (which shall be taken as part of, and incorporated into bid proposal)
- 4.3 The bidder shall prepare possible presentation should the NNR require such and the bidder shall be notified thereof in time before the actual presentation date.
- 4.4 The bidder hereby agrees that the offer herein shall remain binding upon receipt of acceptance by the NNR during the validity period indicated and calculated from the closing date of the bid; this offer and its acceptance shall be subject to the terms and conditions in this bid document.
- 4.5 The bidder shall confirm their satisfaction to the correctness and validity of the bid response that the price/s quoted cover all the work/items(s) specified in the bid response document and that the price(s) cover all obligations under a resulting contract and he/she accept that any mistake regarding price(s) and calculations will be at their own risk.
- 4.6 The bidder accepts full responsibility for the proper execution and fulfillment of all obligations and conditions arising under this agreement as the main fulfillment liable due to this contract.

#### **5. LEGISLATIVE FRAMEWORK OF THE BID**

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## **5.1 Tax Legislation**

- 5.1.1 Bidder(s) must be compliant when submitting a proposal to the National Nuclear Regulator and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 5.1.2 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 5.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 5.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 5.1.7 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

## **5.2 Procurement Legislation**

- 5.2.1 The National Nuclear Regulator has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### **5.3 Technical Legislation and/or Standards**

- 5.3.1 Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

## **6. TIMELINE OF THE BID PROCESS**

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- 6.1 All dates and times in this bid are South African standard time.
- 6.2 Any time or date in this bid is subject to change the discretion of the at NNR. The establishment of a time or date in this bid does not create an obligation on the part of the NNR to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the NNR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **7. CONTACT AND COMMUNICATION**

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- 7.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the the Terms of Reference/specifications, or any other aspect concerning this bid or bid document, **must be requested in writing (e-mail)** stating the bid reference number from the following contact person(s), **Sanelisiwe Mavundla and Lindiwe Nkosi e:mail Smavundla@nnr.co.za Lnkosi@nnr.co.za**
- 7.1.1 Queries received will be responded to within two (2) working days of receiving the query.
- 7.1.2 The NNR will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.
- 7.2 The NNR SCM office may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3 Any communication to an official or a person acting in an advisory capacity for NNR in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 7.4 All communication between the Bidder(s) and NNR must be done in writing.

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- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, NNR makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. NNR and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

## **8. LATE BIDS**

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Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

## **9. COUNTER CONDITIONS**

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The Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **10. FRONTING**

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- 10.1 The NNR supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NNR condemns any form of fronting.
- 10.2 The NNR, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry and Competition, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of

14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NNR may have against the Bidder / contractor concerned.

#### **11. COMPANY VETTING**

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The successful bidder(s) may be subjected to a security screening /or vetting process by the State Security Agency at any stage during the contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of the contract, the NNR shall be entitled to immediately cancel the contract in writing.

#### **12. SUPPLIER DUE DILIGENCE**

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The NNR reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

#### **13. SUBMISSION OF PROPOSALS**

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13.1 Bid documents with proposals delivered / couriered must be placed into the bid box situated at National Nuclear Regulator office, Eco Glades 2, Block G, Eco Glades Office Park, 420 Witch-hazel Avenue, Centurion on or before the closing date and time.

13.2 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting bulky documents. The NNR will not take responsibility for the bid documents left anywhere else other than the bid box as indicated in paragraph 12.1 above. Bidders are encouraged to send an email to *SMavundla@nnr.co.za* / *LNkosi@nnr.co.za* to make arrangements.

13.3 Bid documents will only be considered if received by NNR before the closing date and time, regardless of the method used to send or deliver such documents to the NNR.

13.4 The bidder(s) are required to submit a bid proposal comprising of: One (1) original, Two (2) duplicates) and; One (1) CD-ROM or memory stick/flash drive/usb with the information of the original file

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## **SECTION 4: TERMS OF REFERENCE**

### **1. INTRODUCTION**

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- 1.1 The National Nuclear Regulator (NNR) is a public entity which is established and governed in terms of Section 3 of the National Nuclear Regulator Act, (Act No 47 of 1999) to provide for the protection of persons, property and the environment against nuclear damage through the establishment of safety standards and regulatory practices.

### **2. PURPOSE AND BACKGROUND**

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- 2.1 The purpose of this document is to detail the type of insurance cover which is required by the National Nuclear Regulator (NNR) and also to provide highlight of items to be insured.
- 2.2 The NNR has assessed the risks of damages and loss to its valuable assets, business interest and business risk and as such requires a comprehensive short term insurance cover to safeguard against such losses.
- 2.3 Therefore NNR needs a comprehensive short term insurance services to cover its valuable assets, business interest and business risk from occurrence of uncertain events that can be detrimental to the organization.
- 2.4 The NNR is currently looking at signing a three (3) year agreement with the short term insurance service provider or broker who is a registered Financial Services Provider. The successful bidder must be able to provide a solution which will be tailored to suit the risk specific to the NNR as highlighted below.

### **3. SCOPE OF WORK**

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- 3.1 The successful service provider will be required to provide short term business insurance services to the NNR for a period of three (3) years.

### **4. SPECIFICATONS**

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- 4.1 The NNR requires a comprehensive short term insurance services to mitigate the loss or damages of specified cover below:

#### **4.1.1 Performance requirement**

The bidders should be able to provide the following general insurance services/actions in terms of maintenance and administration of the insurance portfolio:

- Claims administration and maintenance;
- Day to day correspondence and queries;
- Provide a dedicated claims manager;
- Monitor premium payments and refunds in accordance with accounts and statements;
- Keep NNR up to date with latest amendments to the Legislation on Insurance including any other relevant developments through workshops.
- Submit monthly reports of all reported claims

#### **4.2 Technical requirement**

A detailed scope of services will relate to the following insurance covers;

- (a) Public liability:** To indemnify the NNR against claims involving damages, defamation, litigation, instituted by third parties, applicants, authorisation holders and property owners.
- (b) Group personnel:** To cover any bodily injury, illness, disablement or death caused or resulting from exposure to Ionizing radiation and nuclear material for NNR employees.
- (c) Directors liability:** To indemnify the NNR against all claims instituted against the NNR pursuant to the breach of fiduciary duties by Directors. The indemnity should include but not limited to, the failure by the directors to take decisions, the negligent decision undertaken by the directors, any negligent action or omission by the director save for action, conduct, decision or omission which was grossly negligent, undertaken wilfully and intentionally.
- (d) Cyber liability:** To cover for any data loss risks, data restoration, cyber extortions, network security and privacy liability. The cover should also indemnify the NNR against all claims from third parties for damages resulting from data breaches, and other cyber events.

Non-Restricted

#### **4.2.1 Assets**

To cover all tangible property of every description belonging to the NNR or in respect of which the NNR has any propriety or financial interest against loss or damage caused by fire or similar threats including electronic breakdown.

- (a) **Electronic equipment**, to cover electronic business equipment including computers, laptops, desktops, servers and other peripherals and/or IT related gadgets. The total number of estimated items requiring cover is seven hundred and ninety-seven (**797**) (the estimated number of laptops is two hundred and sixty-two (**262**), the estimated number of cell phones is fourteen (**14**) and the estimated number of IPADS on contract is twenty eight (**28**)).

- (b) **Building cover, SASRIA**, property terrorism and sabotage, fire, explosion, natural disasters, power surges, alterations and additions etc.

The NNR currently owns two (2) office buildings located at:

<b>NNR office building (owned by NNR)</b>	<b>Leased premises (insurance cover required for assets only)</b>
1. Erf 3078 Centurion, Highveld Ext 75,420 Witch Hazel Avenue, Eco Park.	1. Cape Town Offices at 12 Raath Street, Tableview, Cape Town
2. Erf 3187 Melkbosch Strand, Blaauberg Municipality, Cape Town.	2. NNR Lab at ARC Offices in Belverdere Street, Pretoria
	3. CNSS Offices at University of Pretoria, Main Campus

- (c) **Furniture and fixtures**: NNR currently has furniture and fixtures located at the three offices mentioned, laboratory at ARC offices and CNSS located at UP and Tableview. Assets to be insured are **1397** with an estimated replacement value of **R 6,9 million** that needs insurance cover.
- (d) **Office equipment**: consist of all other equipment other than IT equipment, used by the NNR on a daily basis for normal business activities. The assets requiring insurance are estimated to be **797**
- (e) **Laboratory equipment**: The NNR is currently renting an office space for its laboratory at ARC, 1134 Park Street, Hatfield and Arcadia, Pretoria. and NMISA at 15 Lower Hope Road, Cape Town 7700. Some of the equipment for the laboratory are bought overseas,

the equipment is normally delivered at the NNR offices or laboratory. The assets requiring insurance are estimated to be **162**

- (f) **Motor fleet:** fully comprehensive cover on all vehicles owned by the NNR i.e three (3) vehicles used for daily business activities. Vehicle descriptions:

Model	Year model	VIN Number details	Situated (based)
1. Toyota Corolla 1.6	2017	AHTBBOJE000018448	Centurion office
2. Hyndai H-1	2015	KMHWH81RLFU698586	Centurion office
3. Toyota Corolla 1.6	2014	AHTBBOJE500003301	Cape Town

- (g) **Business interruption:** The NNR requires cover for the following;

- Travel costs for employees to the recovery site
- Relocation of assets to the recovery site; and
- Escalation of assets costs – changes in delivery times may incur additional costs.

**4.3 Travel** , A cover for an employee of the NNR whilst travelling on domestic or international journeys for business incurs Medical and Related Expenses as a result of illness or injury or liability.

**4.4** The successful bidder should ensure that the following are also included in the insurance cover namely:

- Theft
- Fire

**4.5** The portfolios identified in the bid document do not necessarily limit the scope of work. It is expected that the bidder advise the NNR of any other relevant portfolios and other important issues not covered.

- Bidders are encouraged to suggest additional improvements and value adds related to the rendering of short term insurance. Details of value add must be submitted as part of the responses to the bid and such must be clearly indicated.

## **5. Summary of unaudited assets**

Below is a summary of unaudited assets, which include cost price and book values as at 31-March-2022 (Bidders must take note that values are provided to give guidance as to the quantum and might have significantly changed since last audited to the time of issuing of this bid and NNR cannot be held liable for any loss or damages arising from reliance on the value and quantity thereof.

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<b>Item description</b>	<b>Cost price</b>	<b>Accumulated Depreciation</b>	<b>Book value</b>	<b>Replacement cost</b>	<b>Estimated number of items</b>
Buildings	R122 692 058	R58 498 091	R64 193 966	R 147 230 469	1
Motor vehicles	R 906 438	R 753 645	R 152 793	R 1 087 726	3
Furniture & Fittings	R 5 722 849	R 2 867 331	R 2 855 518	R 6 867 419	1397
IT equipment	R 23 835 286	R 13 625 364	R 10 209 923	R 28 602 343	797
Office equipment	R 6 478 592	R 5 255 783	R 1 222 809	R 7 774 311	572
Laboratory equipment	R 20 838272	R 11 680 788	R 9 157 484	R 25 005 926	162
	<b>R180 473 495</b>	<b>R 92 681 002</b>	<b>R 87 792 493</b>	<b>R 216 568 174</b>	

### 5.1 Claims History.

Below is the average claim history per year:

<b>Item description</b>	<b>Quantity</b>	<b>claim amount</b>	<b>Nature of claim</b>
Laptops	8	R87 705	Lost/Theft
Cell Phones	4	R10 407	Lost/ Theft

6. Bidders must include in their proposals, a policy wording, defining each type of cover as well as terms and conditions, interpretation of some of the wording where appropriate for each type of cover stipulated above, excess amount payable or deductible, claims policy and procedures.

## SECTION 5: EVALUATION CRITERIA, METHODOLOGY AND SELECTION PROCESS

1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

### Phase I: Functionality evaluation as per attached Terms of Reference

- a. Bids will be evaluated according to the bid evaluation criteria stipulated in the terms of reference.
- b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The committee responsible for scoring the respective bids will evaluate and score all bids based on the submissions and the information provided.
- c. Bidders will not rate themselves, but need to ensure that all information is supplied as required.
- d. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e. The committee will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale of **0-5** in accordance with the criteria below. The rating will be as follows; 0= very poor, 1=poor; 2= Average; 3= Good; 4= Very Good and 5= Excellent.

*Total points scored by bidder for functionality= Weighted value score*

*Percentage allocated for functionality (100)*

*\_\_\_\_\_X*

*Maximum Potential Score (500)*

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No.	Evaluation Criteria	Score	Weight
1.	<b>POLICY WORDING</b>		
	Provisioning of a policy wording.(Defining each type of cover, terms and conditions as it related to the type of cover below. In case of a broker, policy wording of the relevant underwriter should be sufficient) <ul style="list-style-type: none"> <li>▪ Buildings all combined</li> <li>▪ Office contents ( furniture, assets, equipment)</li> <li>▪ Business interruption</li> <li>▪ Public liability</li> <li>▪ Vehicles</li> <li>▪ Sasria</li> <li>▪ Directors &amp; Officers liability cover</li> <li>▪ Theft</li> <li>▪ Fire</li> </ul>	5 = Excellent 4 = Very good 3 = Good 2 = Average 1 = Poor 0=Non submission	30
2.	<b>CLAIMS PROCESSES AND PROCEDURES</b>		
	Provide detailed, process and procedure for each cover and the turnaround times thereof and with excess payable for each cover	5 = Excellent 4 = Very good 3 = Good 2 = Average 1 = Poor 0=Non submission	25
3.	<b>GROUP LIFE COVER</b>		
	Group personnel accident as a result of exposure to radiation and nuclear material for all NNR personnel.	5 = Excellent 4 = Very good 3 = Good 2 = Average 1 = Poor 0=Non submission	10
4.	<b>STAKEHOLDER RELATIONS</b>		
	Having a dedicated Claims Manager and Claims Consultants for NNR	5 = Excellent 4 = Very good 3 = Good 2 = Average 1 = Poor 0=Non submission	10
5.	<b>BUSINESS RISK MANAGEMENT</b>		
	The bidder must provide a plan on how to manage their reputational risk, financial etc in case of undesired occurrence.	5 = Excellent 4 = Very good 3 = Good 2 = Average 1 = Poor 0=Non submission	15
6.	<b>REFERENCES</b>		

Non-Restricted

No.	Evaluation Criteria	Score	Weight
	<p><b>The bidder must provide signed letters of reference demonstrating competency and experience in providing business insurance services.</b> (letters must be in a company letterhead, signed with contact details, service rendered and period of contract):</p> <ul style="list-style-type: none"> <li>▪ 5 + letters = 5</li> <li>▪ 4 letters = 4</li> <li>▪ 3 letters = 3</li> <li>▪ 2 letters = 2</li> <li>▪ 1 letter = 1</li> <li>▪ No letter/ submission of irrelevant letter not in line with requirement = 0</li> </ul> <p><i>(Unsigned letters, letters of award and purchase orders will not be considered)</i></p>		<b>10</b>
Total functional points			<b>100</b>
Minimum threshold			<b>65</b>

- f. Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g. Only bidders that have met or exceeded the minimum threshold of **65** out of 100 for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h. Any proposal not meeting a minimum score of 65 for functionality proposal will be disqualified.

**2. PHASE II: PRICE/ FINANCIAL AND BBBEE EVALUATION**

- a. Price and BBB-EE will be evaluated in accordance with the 80/20 points system as outlined in the PPR of 2017.
- b. Pricing proposals must be submitted in South African Rand.
- c. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000 (all applicable taxes included).

A maximum of 80 will be allocated for price on the following basis:

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

Where

- P<sub>s</sub>** = Points scored for price of bid under consideration  
**P<sub>t</sub>** = Price of bid under consideration  
**P<sub>min</sub>** = Price of lowest acceptable bid

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**SECTION 6: PRICE PROPOSAL**

**PRICING SCHEDULE**

**(Professional Services- FIRM PRICES)**

NAME OF BIDDER	
BID NUMBER: NNRSCM-03-2022	
CLOSING TIME: 11:00am	CLOSING DATE: 29 JULY 2022
BID DESCRIPTION:	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF SHORT TERM BUSINESS INSURANCE SERVICES FOR A PERIOD OF THREE (3) YEARS</b>

1. The accompanying information must be used for the formulation of proposals. Services provided must be in accordance with the terms of reference.

Description	Cost excluding Vat	Total Cost Including Vat
Annual Premium Year 1	R	R
Annual Premium Year 2	R	R
Annual Premium Year 3	R	R
TOTAL COST FOR 3 YEARS		R

**Pricing Notes:**

- Bidders are required to provide annual premium cost for each year of the contract.
- Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- The total bid price will be utilised in calculating the points for price in the evaluation.

**CONDITIONS AND REQUIREMENTS APPLICABLE TO THE PRICING PROPOSAL**

1. Bidder's **MUST** complete the above table and may submit a separate detailed pricing schedule that reflect all required services and the prices with elements as per the scope of work. The separate price list must be clearly referenced. **(different price options with different or amended scope of work will not be considered only one price proposal must be submitted as per the requirements)**
2. It is mandatory to indicate the bid total price on the price declaration form below. This price must be the same as the total price submitted on the bidders pricing schedule/table above. Should the total price differ (i.e. have discrepancies), the price indicated on the price declaration form below shall be considered and used for evaluation. Omission and /or errors will not be considered.
3. Fees must be quoted in South African Rands and must be vat inclusive (Value Added Tax at 15%), **inclusive of any escalation or any potential future alteration required**. Prices are to remain fixed and valid for the period of the project.

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4. **Bidders must ensure that all rates/amounts include all costs, disbursements, travel,accomodation and escalations deemed necessary. No additional costs will be allowed.**
5. **Only fixed prices will be accepted.** Non-fixed (including prices subject to rates of exchange variations) will not be considered. Failure to provide fixed prices may result in disqualification.
6. The bidder is responsible for any costs associated with the preparation of this bid.

**PRICE DECLARATION FORM**

1. Having read through and examined the Request for Bid (RFB Document, General Conditions, The requirement and all other Annexures to the RFB Document, we offer to provide services to NNR at the total bid amount of:

R..... (Including VAT)

**In words**

.....(Including VAT)

2. We confirm that this price covers all costs associated with the scope of work as required for the project. We confirm that NNR will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.
3. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of services when required to do so by the NNR.
4. We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.
5. We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid

.....  
Signature

.....  
Date

Non-Restricted

## **ANNEXURE 1**

### **BIDDER'S DISCLOSURE**

**SBD 4**

#### **1. PURPOSE OF THE FORM**

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

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

#### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

2.2.1 If so, furnish particulars:.....

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

2.3.1 If so, furnish particulars:.....

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

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

<sup>2</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.

Non-Restricted

## **ANNEXURE 2**

### **SBD 6.1**

#### **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

1.2 The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

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 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

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**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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
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 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

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**(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 least 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:.....

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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.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**ANNEXURE 3 THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF  
ALL BID DOCUMENTS AND MAY NOT BE AMENDED**

**THE NATIONAL TREASURY**  
Republic of South Africa



- 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

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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.
- 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 ancillary 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.

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|   | 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>   |
| <b>4. Standards</b>   | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.  |
| <b>5. Use of contract documents and information; inspection</b> | 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.   |
| <b>6. Patent rights</b>   | 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.   |
| <b>7. Performance security</b>                                  | 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.<br>(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<br>(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.   |
| <b>8. Inspections, tests and analyses</b>                       | 8.1 | All pre-bidding testing will be for the account of the bidder.  |

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|                                   | 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 analyzed 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.  |
| <b>9. Packing</b>                 | 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.  |
| <b>10. Delivery and documents</b> | 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  |

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| <b>11. Insurance</b>           | 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   |
| <b>12. Transportation</b>      | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.  |
| <b>13. Incidental services</b> | 13.1 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> |
|                                | 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.   |
| <b>14. Spare parts</b>         | 14.1 | <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>   |
| <b>15. Warranty</b>            | 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  |

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- 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 of 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

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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 anti-dumping 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.

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|                                       | 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. |
| <b>26. Termination for insolvency</b> | 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.                                 |
| <b>27. Settlement of Disputes</b>     | 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.   |
| <b>28. Limitation of liability</b>    | 28.1 | Except in cases of criminal negligence or wilful 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.   |
| <b>29. Governing language</b>         | 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.  |
| <b>30. Applicable law</b>             | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.   |
| <b>31. Notices</b>                    | 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  |

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- 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.

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Signature

.....  
Date

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