

Request For Proposal For The Provision Of Insurance Broker Services For A Period of 36 months

PSA/OCFO/04/2026

Date Issued: 15 April 2026

Briefing Session: 21 April 2026 at 10:30am

Bid Validity Period: 120 days after closing date

Last day of queries: 28 April 2026

Responses to queries: 30 May 2026

Closing date and time: 06 May 2026 at 10:30am

TENDER BOX ADDRESS:

Productivity SA

International Business Gateway

Cnr New Road and 6th Avenue

Carlswald

Midrand

1. Introduction:

Productivity SA instituted under the Employment Service Act 4 of 2014, Productivity SA is mandated by Government, Organised Labour and Organised Business to improve the productive capacity of the economy and thus contribute to South Africa's socio-economic development and competitiveness. Productivity SA is a schedule 3A Public Entity in terms of the PFMA. Productivity SA must perform accordance with the socio-economic development, promote a culture of productivity in the work, the Public Finance Management Act (PFMA), the Broad-Based Black Economic Empowerment Act (B-BBEEA), any other relevant legislation.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of Insurance Broker Services to *Productivity SA*.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by *Productivity SA* for the provision of the services to *Productivity SA*

This RFP does not constitute an offer to do business with *Productivity SA*, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

TABLE OF CONTENTS

A	ADVERTISEMENT- SBD 1	4-6
B	TAX CLEARANCE CERTIFICATE REQUIREMENTS	7
C	PRICING SCHEDULE – FIRM PRICES – SBD 3.3	08-10
D	DECLARATION OF INTEREST – SBD 4	11-14
E	PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (PURCHASES) – SBD 6.1	15-21
F	CONTRACT FORM- RENDERING SERVICES 7.2	22-25
G	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES- SBD 8	26-27
H	CERTIFICATE OF INDEPENDENT BID DETERMINATION- SBD 9	28-31
I	BID VALIDITY	32
J	TERMS OF REFERENCE, FUNCTIONALITY	33-53
K	GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT	54-66
L	PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013	67
M	DECLARATION OF SA PROPRIETARY INFORMATION	68
N	PERFORMANCE MANAGEMENT SYSTEM	69

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO PRODUCTIVITY SA

A. ADVERTISEMENT- SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: PSA/OCFO/04/2026		CLOSING DATE: 06 May 2026		CLOSING TIME: 10:30am	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Productivity SA, International Business Gateway Cnr New Road and 6th Avenue, Carlswald Midrand					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sifiso Gwala		CONTACT PERSON	Bongi Sigasa	
TELEPHONE NUMBER	+27 (0) 11 848 5303		TELEPHONE NUMBER	+27 (0) 11 848 5371	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sifisog@productivitysa.co.za		E-MAIL ADDRESS	bongiS@productivitysa.co.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO
PRODUCTIVITY SA

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

B. TAX CLEARANCE CERTIFICATE REQUIREMENTS

VALID TAX PIN: _____

Please attach a valid original Tax Clearance Certificate/Tax Clearance Status to this page.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidder are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

C. Pricing Schedule- SBD 3.3

The pricing schedule, has to be aligned to SBD 3.3, and SBD3 has to be completed in full for compliance and be supported by pricing schedule.

NB: Failure to complete pricing schedule in full will result in disqualification

PRICING SCHEDULE
(Professional Services)

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

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY	
NO		**(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.		
	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO
PRODUCTIVITY SA

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

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

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

Bid No.:

.....

Name of Bidder:

.....

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

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

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

.....
.....

7. Estimated man-days for completion of project

.....
.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

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

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

D. DECLARATION OF INTEREST – SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO PRODUCTIVITY SA

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

**E. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022 (SBD 6)**

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL
CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF
THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **The maximum points for this tender are allocated as follows:**

	POINTS
PRICE	80
SPECIFIC GOALS**	20
Total points for Price and SPECIFIC GOALS	100

*** Point allocation break down provide below*

1.5 SPECIFIC GOALS: 80/20

SPECIFIC GOAL	Points
Goal 1: Historically Disadvantaged Individuals (14)	
a) who had no franchise in national elections before the 1983 and 1993 Constitutions	7
b) who is a female	5
c) who has a disability	2
Goal 2: who is youth	3
Goal 3: Locality (GAUTENG PROVINCE)	3
TOTAL	20

1.6 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO PRODUCTIVITY SA

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goals must be added to the score scored for price and the total must be rounded off to the nearest 2 decimal places.

(4) Subject to section 2 (1) (f) of the Preferential Procurement Policy framework Act 2000; preferential procurement regulations, the contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. Specific goals for the bid and points claimed are indicated per the table below.

4.1.1. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 1.5

	SPECIFIC GOAL & SUPPORTING DOCUMENTS FOR VERIFICATION	Maximum points	How many percent of the maximum points are you claiming between 0-100%?
HDI	Equity ownership by persons who had no franchise in the national elections. (ID copies of ALL listed owner/s, as per the CSD, CK1 registration document (CIPC), BBBEE certificate)	7	
	Equity ownership by women (ID copies of ALL listed owner/s, BBBEE certificate)	5	
	Equity ownership by disabled persons (Medical certificate/ Assessment)	2	
	Equity ownership by youth (ID copies of ALL listed owner/s, BBBEE certificate)	3	
	Locality (Proof of address not older than 3 months)	3	

**** Points can only be allocated where supporting documents have been provided.**

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 Company/ firm physical address (for claiming locality points):

.....
.....

5.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

5.6 TOTAL NUMBER OF YEARS THE COMPANY/ FIRM HAS BEEN IN BUSINESS?

.....

5.7 List of shareholder/s information to be used to calculate the points claimed

NAME	ID NUMBER	HDI**			Youth**	% of company / firm owned
		(**Yes / No)				
		No franchise prior to elections	Women	Disabled	(**Ye s/ No)	

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PRODUCTIVITY SA

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO
PRODUCTIVITY SA

5.8 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

F. CONTRACT FORM- RENDERING SERVICES 7.2

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution).....in accordance with the requirements and task directives / proposals specifications stipulated in Bid Numberat the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
(i) Bidding documents, viz
- Invitation to bid;
- Proof of tax compliance status;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- Bidder's Disclosure form;
- Special Conditions of Contract;
(ii) General Conditions of Contract; and
(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
.....
CAPACITY

WITNESSES
1
2
DATE:

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES
TO PRODUCTIVITY SA

.....

...

SIGNATURE

.....

....

NAME

OF

FIRM

.....

....

DATE

.....

....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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


SIGNED ATON.....

NAME (PRINT)

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES
TO PRODUCTIVITY SA

SIGNATURE

OFFICIAL STAMP

A large empty rectangular box intended for an official stamp or seal.

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

PSA/PCFP/04/2026 APPOINTMENT OF COMPANY TO PROVIDE INSURANCE BROKER SERVICES TO PRODUCTIVITY SA

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

G. CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

H. BID VALIDITY

Validity Period

Proposals/Bids shall remain valid and open for acceptance for a period 120 days from the closing date and time, and any agreed extension of the validity period.

Extensions to the Validity Period

Productivity SA may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the proposal/bid validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal/Bid.

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	15 April 2026
Briefing and clarification session	21 April 2026 at 10:30am online
Last day of Questions relating to bid from bidder(s)	28 April 2026
Last day of responses	30 April 2026
Bid closing date	06 May 2026 at 10:30am
Notice to bidder(s)	Productivity SA will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Productivity SA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Productivity SA 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 Productivity SA extends the deadline for bid submission (the Closing Date: 06 May 2026 at 10:30am) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Procurement Legislation

Productivity SA 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).

3.2. Technical Legislation and/or Standards

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

Productivity SA Acts; Rules and Regulations

Bidder(s) should be compliant to all Productivity SA Acts, Rules and Regulation. Bidders(s) should remain compliant throughout the contract, in relation to the last phase of the Evaluation and Selection Criteria.

I. TERMS OF REFERENCE, FUNCTIONALITY

4. BRIEFING SESSION

A briefing and clarification session will be virtually on **Zoom** on the 21 April 2026 at 10:30am to clarify to bidder(s) the scope and extent of work to be executed.

Zoom link:

<https://us02web.zoom.us/j/83278935718?pwd=iPPKL4NqSGjhapQHaa9o2OVN7Mh7pD.1>

It is encouraged that bidders attend the briefing session.

5. CONTACT AND COMMUNICATION

- 5.1. A nominated official of the bidder(s) can make enquiries in writing to the specified person, Sifiso Gwala and Bongji Sigasa via email sifisoG@productivitysa.co.za and bongjiS@productivitysa.co.za and/or 011 848 5371. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 5.2. The delegated office of Productivity SA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 5.3. Any communication to an official or a person acting in an advisory capacity for Productivity SA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 5.4. All communication between the Bidder(s) and Productivity SA must be done in writing.
- 5.5. Whilst all due care has been taken in connection with the preparation of this bid, Productivity SA 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. Productivity SA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 5.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Productivity SA (other than minor clerical matters), the Bidder(s) must promptly notify Productivity SA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Productivity SA an opportunity to consider what corrective action is necessary (if any).

- 5.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Productivity SA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 5.8. 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.

6. COUNTER CONDITIONS

Bidders' 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.

7. FRONTING

- 7.1. Productivity SA 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 Productivity SA condemn any form of fronting.
- 7.2. Productivity SA, 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, 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 Productivity SA may have against the Bidder / contractor concerned.

8. SUPPLIER DUE DILIGENCE

Productivity SA 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.

9. SUBMISSION OF PROPOSALS

- 9.1. Bid documents may either be posted to Private Bag 235, Midrand, Gauteng, 1685 (preferably registered mail) OR placed in the tender box at Productivity SA, International Business Gateway, Corner New and sixth road, Midrand, 1685 OR couriered to the aforesaid address on or before the closing date and time.
- 9.2. Bid documents will only be considered if received by Productivity SA before the closing date and time, regardless of the method used to send or deliver such documents to Productivity SA.
- 9.3. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) CD-ROM with content of each file by the [Closing date 06 May 2026 at 10:30am. Each file and CD-ROM must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM must be labelled and submitted in the following format:
- 9.4. Bidders are requested to initial each page of the tender document on the bottom right-hand corner.

10. PRESENTATION / DEMONSTRATION

Productivity SA reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process. The winning bidder may be required to come for an additional presentation after the evaluation prior to final appointment.

11. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months with an option to renew in Productivity SA's sole discretion for an additional 12 (twelve) months on the same terms and conditions unless the parties agree otherwise.

The services shall be rendered to Productivity SA as and when required during the 36 (thirty-six) months.

12. SCOPE OF WORK

12.1. Background

Productivity SA instituted under the Employment Service Act 4 of 2014, Productivity SA is mandated by Government, Organised Labour and Organised Business to improve the productive capacity of the economy and thus contribute to South Africa's socio-economic development and competitiveness. Productivity SA is a schedule 3A Public Entity in terms of the PFMA. Productivity SA must perform accordance with the socio-economic development, promote a culture of productivity in the work, the Public Finance Management Act (PFMA), the Broad-Based Black Economic Empowerment Act (B-

BBEEA), any other relevant legislation.

Productivity SA sites are as follows:

Province	Location
Gauteng	Johannesburg: International Business Gateway, Cnr New and Sixth Roads, Midrand.
Western cape	Cape-Town: Office 202, Edward III Building 70 Edward Street (cnr Bloemhof and Mispel Road) Tyger Valley.
KZN	Durban: Suite 201, Cowey Park, 91-123 Cowey Road. Essenwood, 4000.

In the normal course of business, the Productivity SA encounters numerous risks that pose various threats. In mitigating its risks, the Productivity SA wishes to cost effectively and transfer some of it by taking out a short-term insurance cover. Therefore, the Productivity SA requires the services of a reputable and capable service provider to provide Risk Management and Short-Term Insurance Brokerage Services in all aspects of the Productivity SA business for a period of three (3) years. The services are necessary to manage the vastly diverse and complex insurance needs of the Productivity SA.

12.2. 2.1 Purpose of the project

Productivity SA needs to secure the services of an insurance broker with experience, expertise and capacity to act as an intermediary between the Productivity SA and the insurance market (i.e., insurers and other risk financing institutions). The service provider will be required to provide the following services:

- a. Insurance services for Productivity SA short-term assets; and
- b. Securing other short-term insurance cover such as general liability, personal injury, employment practice liability and any other emerging liability risks.
- c. The services to be rendered as a Short-Term Insurance Broker over the 3-year period should include general services related to the placement, maintenance, and administration of the insurance portfolio.

12.3. Technical Requirements

The required insurance policies need to cover the following not limited to:

GENERAL ASSETS AND MOTOR

The policy should cover all PRODUCTIVITY SA's movable and immovable assets against any damage, theft and any third-party losses. The successful broker will place the insurance in market with a reputable underwriter. The Broker must advise PRODUCTIVITY SA on all potential risks and recommend appropriate cover and excess amounts taking into account the current portfolio.

BROADFORM LIABILITY

The policy should cover against PRODUCTIVITY SA's legal liability to pay compensation for injury, loss or damage to third parties arising from a negligent act or oversight by PRODUCTIVITY SA in the performance of its business.

CORPORATE TRAVEL

The policy should cover all PRODUCTIVITY SA's employees against illness, bodily injury, repatriation, and medical evacuation whilst on business travel, including their spouses and up to 5 dependent children under the age of 21. The policy should cover PRODUCTIVITY SA's employees property against damage and losses that might be suffered during business travel.

DIRECTORS AND OFFICERS LIABILITY

The policy should cover all PRODUCTIVITY SA's Directors and Officers against any losses. The policy must also include expert members sitting on the different Board Sub Committees. The broker must ensure that the policy shall pay on behalf of the insured persons' loss for which the insured persons are not indemnified by the company and which the insured persons become legally obligated to pay on account of any claim first made against them, individually or otherwise, during the policy period or, if exercised, during the discovery period, for a wrongful act taking place on or after the retroactive date.

FIDELITY, COMPUTER CRIME AND PROFESSIONAL INDEMNITY INSURANCE

The standard policies should integrate the insurance requirements and risks discussed below:

FIDELITY

This policy should cover PRODUCTIVITY SA against losses resulting solely and directly from dishonest or fraudulent acts by its employees. Such acts are committed with the intent to cause PRODUCTIVITY SA to sustain loss, or to obtain financial gain for the employees who have

committed the fraudulent activities. The policy should cover where acts are committed alone or in collusion with others and should include loss of property through any acts by employees.

With regard to trading or other dealings in securities, commodities, futures, options, currencies, foreign exchange, loans, this insurance covers only loss resulting solely and directly from the dishonest or fraudulent acts by employees of PRODUCTIVITY SA committed with the sole intent to make improper financial gain for themselves other than through salary, fees, commissions, promotions, and other similar emoluments.

The policy cover is also extended to cover the following sections:

- Premises.
- Transit.
- Forgery and alteration.
- Securities.
- Counterfeited currency.
- Offices and contents.
- Legal fees \ election to defend.
- Extortion

ELECTRONIC AND COMPUTER CRIME

The Insurers should indemnify PRODUCTIVITY SA in respect of financial loss sustained by or resulting from the following fraudulent actions;

- Computer systems.
- Electronic computer crimes.
- Electronic data and media.
- Electronic communications.
- Insured Service Bureau Operations.
- Electronic transmissions.
- Computer virus.
- Customer voice-initiated transfers.
- Electronic securities.
- Forged tele facsimile.
- Internet transactions.

PROFESSIONAL INDEMNITY INSURANCE

The Insurers should indemnify PRODUCTIVITY SA in respect of its legal liability to third parties for any claim, which must:

- be for compensatory damages such indemnity to include claimant's costs and the insured's approved defence expenses; and

- be first made against the insured during the period of insurance; and
- be for financial loss caused directly by a negligent act, negligent error or negligent omission on the part of the insured;

EMPLOYMENT PRACTICE LIABILITY

The policy should cover PRODUCTIVITY SA against allegations of unfair dismissal and other unfair labour practices such as discrimination and sexual harassment brought by employees.

FUNERAL COVER

The policy should cover for death of PRODUCTIVITY SA'S employees. The policy must also include employees' spouses and unmarried children under the age of 21.

CYBER INSURANCE

Cyber insurance should cover PRODUCTIVITY SA's liability and expenses in the event of a security breach where the company's information is compromised or exposed by a hacker or other criminal who gains access to PRODUCTIVITY SA's information systems and infrastructure.

It should be noted that this list is not exhaustive and is included as a guideline. A Service Level Agreement (SLA) between PRODUCTIVITY SA and the successful bidder and plan will detail the services time frames and obligations for the level of performance required.

General

The scope covers portfolios identified at this stage and does not necessarily limit the scope to this. It is expected that the bidder advise the Productivity SA of any other relevant portfolios. Below are some of the more detailed deliverables:

- Insurance services for Productivity SA assets.
- Provide advice on placement of new policies with insurance companies. The appointed service provider must present at least three (3) proposals for discussion and obtain Productivity SA's approval before placement.
- Deliver short-term insurance brokerage services over the contract period, including placement, maintenance, administration, alterations, and claims management.
- Provide specialist advice and recommendations aligned to Productivity SA's risk tolerance and needs, including strategies to minimise exposure and reduce insurance costs.
- Negotiate renewal terms with current insurers and obtain alternative quotations to improve

portfolio effectiveness.

- Provide advice on other corporate insurance structures relevant to Productivity SA.
- Present and discuss insurance renewal options annually before policies are placed on the market.
- Handle claims and negotiate with underwriters on all losses, including recoveries and salvage management.
- Report on claims experience, trend analysis, and outstanding losses.
- Analyse claims data and recommend deductibles, aggregates, and limits.
- Conduct renewal strategy meetings with Productivity SA, including pre- and post-renewal presentations.
- Conduct quarterly meetings to review claims, cover, and service provider performance.
- Follow up post-renewal on outstanding information required by underwriters.
- Process premium payments to insurers.
- Take over any open claims from the current broker.
- Act on behalf of and in the interest of Productivity SA.
- Conduct market comparisons to secure the best terms and premiums.
- Provide new quotations annually.
- Handle policy renewals and amendments as required.
- Provide monthly claims history reports.
- Address insurance queries and claims promptly.
- Assist Productivity SA in mitigating risks and developing practical risk management strategies.

The insurance covers premiums for the three-year contract.

13. EVALUATION AND SELECTION CRITERIA

MANDATORY REQUIREMENTS

If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-compliance and the bid shall be disqualified. No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated it shall be regarded as mandatory non- performance/non-compliance and the bid shall be disqualified.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required, explicitly state either “Comply/Accept (with a “Yes”)” or “Do not comply/do not accept (with a “No”)” regarding compliance to the requirements. Bidders must substantiate their responses to all mandatory questions.

PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the tender, it will be deemed to not comply, even if the 'Comply' field has been marked. Please note: All documentation to substantiate the mandatory requirements has to be supplied.

Productivity SA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and SPECIFIC GOALS Evaluation (Gate 2)
Bidders must submit all documents as outlined in Table 1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Gate 2 (Price and SPECIFIC GOALS).	Bidder(s) will be evaluated out of 100 points on Price and SPECIFIC GOALS

13.1. Gate 0: Mandatory pre-qualification Criteria

Without limiting the generality of Productivity SA 's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** 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 may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document

Tax Status Tax Clearance Certificate	YES	<p>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4)</p> <p>ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5)</p> <p>iii. Vendor number</p> <p>iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p>
SBD 3.3 Pricing schedule	YES	<p>i. Complete and sign the supplied pricing schedule document.</p> <p>NB: <u>The quotation should detail the following:</u></p> <ul style="list-style-type: none"> • The bidders are expected to clearly state the brokerage fees and any other fees to be charged, taking into account the required insurance covers. All fees must be transparent and in line with Financial Services Conduct Authority (FSCA) regulations. Further clarification/guidance will be provided during the briefing session.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on SPECIFIC GOALS
SBD 7.2 Rendering of services	YES	Complete and sign the supplied rendering of services document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
The bidder must be registered with Financial Services Conduct Authority (FSCA) and	YES	Substantiation: The bidder must provide a copy of a certificate indicating clearly: <p>(a) the regulator or professional body's name;</p> <p>(b) the bidder's name;</p>

authorized to provide financial services.		(c) the date it was issued and its validity period; and the license number.
Proof of membership with the South African Financial Intermediaries Association (FIA).	YES	Substantiation: The bidder must provide a copy of a certificate indicating clearly: (d) the regulator or professional body's name; (e) the bidder's name; the date it was issued and its validity period; and the license number.
Proof of valid Financial Service Provider (FSP) licence.	YES	Substantiation: The bidder must provide a copy of a certificate indicating clearly: (f) the regulator or professional body's name; (g) the bidder's name; the date it was issued and its validity period; and the license number.
2. Professional Indemnity Cover of R 150 Million	YES	Bidder must submit a schedule of Error and Omissions cover with a minimum cover of R150 million.
3. Online system for claims' logging, submission, tracking and reporting of claims.	YES	Bidders must submit a letter on a company letterhead and signed by the duly authorised representative of the Bidder, indicating which online system they are utilising for claims logging, tracking, tracing and reporting. This will be verified against the screen-prints provided.
7. short-term insurance cover for all the mandatory cover types.	YES	Bidders must submit a fully completed Annexure A1. The written confirmation must be on a company letterhead and signed by the duly authorised representative of the Bidder.

13.2. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum of 75 points of 100 points.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found on the below table.	100	75
OVERALL COMBINED POINTS	100	75

Functionality Evaluation Criteria

No.	Criteria	Max Points
1	<p>Project proposal, approach, and methodology to meet service requirements (Overall proposal, technical approach, Insurance and risk management programme structure, detailed process to be followed for claims and payments including waiting periods for claims to be processed).</p> <ul style="list-style-type: none"> • Non-submission – 0 points • Approach is generic and will not meet projects requirements. The project plan does not meet requirements – 6 points • Approach is specifically tailored to suit the requirements and will meet the needs. The project plan is specifically tailored to meet Productivity SA requirements – 14 points • The approach is innovative; the timeframes and project plan are suited to the project needs. Includes value added benefits (i.e., digital claims management system) – 20 points 	20
2	<p>Experience and track record of service provider (Service provider client and industry experience, also demonstrating relationships with underwriters/insurance firms through documentary proof). Years in insurance industry. < 3 years = 0 4-6 years = 3 7-10 years = 7 > 10 years = 10</p> <p>Existing written client reference letters confirming involvement in clients similar to the size of Productivity SA within a period of 3 years. Verified client references</p> <ul style="list-style-type: none"> • Four valid reference Letters =20 • Three valid reference Letters = 15 • Two valid reference Letters = 10 • One valid reference Letter=5 <p><i>Minimum information: Company letterhead, signed/stamped, include contact person and contact details, indicate nature of work and duration.</i></p>	40

	<p>Sample of the largest claims handled by the prospective suppliers till final settlement by insurers in the past 3 years. Include contact details of the insured.</p> <p>Value of Previous Claims handled before as main Broker No information provide / No claims handled = 0 Largest claim handled is between R100k and R500k = 3 Largest claim handled is between R501k and R1M = 5 Largest claim handled is between >R1M and R3M = 7 Largest claim handled is over >R3M = 10</p>	
4	<p>Experience of key personnel and team competency (Qualifications and experience of the Account Executive and support team)</p> <p>Account Executive < 3 years = 0 3-5 years = 3 6-10 years = 7 > 10 years = 10</p> <p>Internal Brokers < 3 years = 0 3-5 years = 3 6-10 years = 7 > 10 years = 10</p>	20
3	<p>Proposed innovations to reduce cost of risk (Case studies with contact details where innovative insurance and risk management solutions have been provided)</p> <p>Case studies verified No case study submitted = 0 1 case study = 3 2 case studies = 7 3 case studies = 10</p>	10
4	<p><u>Financial Sustainability</u></p> <p>Audited/Reviewed Financial statements for two recent completed financial years = 10</p> <p>Profitability and revenue stability: 2.5</p> <p>Liquidity: 2.5</p> <p>Solvency: 2.5</p> <p>Cashflow Efficiency: 2.5</p>	10
TOTAL		100

13.3. Gate 2: Price and SPECIFIC GOALS Evaluation (80+20) = 100 points

Only Bidders that have met the 75 point threshold in Gate 1 will be evaluated in Gate 2 for price and SPECIFIC GOALS. Price and SPECIFIC GOALS will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Preferential Procurement Regulations (2022 Regulations) under the Preferential Procurement Policy Framework Act, 2000 (PPPFA), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- SPECIFIC GOALS contributor (maximum 20 points)

13.3.1.1. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	80

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

13.3.1.2. Stage 2 – SPECIFIC GOALS as per SBD 6.1 (20 Points)

13.3.1.3. **Stage 3 (80 + 20 = 100 points)**

The Price and SPECIFIC GOALS points will be consolidated.

14. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation.

STATS SA P0141 (CPI), Table E	Table E - All Items I
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15. SERVICE LEVEL AGREEMENT

- 15.1. Upon award Productivity SA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Productivity SA, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 15.2. Productivity SA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 15.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 15.4. Productivity SA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Productivity SA or pose a risk to the organisation.

16. SPECIAL CONDITIONS OF THIS BID

Productivity SA reserves the right:

- 16.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5, regulation 2022)
- 16.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 16.3. To accept part of a tender rather than the whole tender.

- 16.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 16.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 16.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 16.7. Award to multiple bidders based either on size or geographic considerations.

17. Productivity SA REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 17.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Productivity SA;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat Productivity SA fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Productivity SA;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of Productivity SA as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from Productivity SA will not be used or disclosed unless the written consent of the client has been obtained to do so.

18. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 18.1. Productivity SA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who

indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Productivity SA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Productivity SA's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

19. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 19.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Productivity SA relies upon the bidder's Tender as a material

representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- 19.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Productivity SA against the bidder notwithstanding the conclusion of the Service Level Agreement between Productivity SA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

20. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Productivity SA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

21. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Productivity SA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Productivity SA harmless from any and all such costs which Productivity SA may incur and for any damages or losses Productivity SA may suffer.

22. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

23. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Productivity SA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

24. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Productivity SA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it

is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Productivity SA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Productivity SA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

25. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Productivity SA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

26. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

27. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Productivity SA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Productivity SA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

28. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Productivity SA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Productivity SA remain proprietary to Productivity SA and must be promptly returned to Productivity SA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Productivity SA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

29. Productivity SA PROPRIETARY INFORMATION

Bidder will on the Declaration of Productivity SA PROPRIETARY INFORMATION declare that they did not have access to any Productivity SA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

30. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (PSA/OCFO/04/2026), the Productivity SA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

J. GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. **Definitions**
 1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14. "GCC" means the General Conditions of Contract.
 - 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.
- 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 why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

K. PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013



TO PRODUCTIVITY SA

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this referral form;

- a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.
- b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as Productivity SA (responsible party) must use my/our information in the performance of its public legal duty.
- c) I/we understand that my/our personal information may be disclosed to a third party in as far as Productivity SA must fulfil its public legal duty.
- d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on Productivity SA website.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENTATIVE OF THE COMPANY:

SIGNATURE OF REPRESENTATIVE OF THE COMPANY:

L. PERFORMANCE MANAGEMENT REVIEW

The Productivity SCM Manual, part 10 (a)-(d) states that the entity must enter into a Performance Management Review (PMR) with all service providers. The reviews are performed on a quarterly basis with the relevant program and the service provider.

ACCEPTANCE OF PMR AGREEMENT

You are hereby requested to sign this document as acceptance of the agreement. Failure to sign this document will lead to disqualification.

For:

CONTRACTOR

Signature : _____
Name : _____
Designation : _____
Date : _____

PRODUCTIVITY SA

Signature : _____
Name : _____
Designation : _____
Date :



**M. DECLARATION OF SA PROPRIETARY INFORMATION
TO PRODUCTIVITY SA**

By signing this referral form;

- a) I/we hereby declare that I/we did not have access to any Productivity SA proprietary information or any other matter that may have unfairly placed me in a preferential position in relation to any of the other bidder(s).

**SIGNED AT _____ ON THIS _____ DAY OF _____
2026**

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENTATIVE OF THE COMPANY:

SIGNATURE OF REPRESENTATIVE OF THE COMPANY:
