

REQUEST FOR PROPOSAL
Bid Number: RFP2023/22

**Appointment of a service provider to
conduct Probable Maximum Loss
(PML) study for a period of 12 months**

Closing Date: 28 August 2023
Closing Time: 12h00pm

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1. Part 1 - Letter of Invitation

To the Service Provider:

Sasria SOC Limited hereby invites proposals from capable service providers to conduct Probable Maximum Loss (PML) study for a period of 12 months.

A service provider will be selected under the procedures described in this Request for Proposal (RFP) document.

The RFP consists of the following documents:

- **Part 1 – Letter of Invitation**
- **Part 2 – Instructions**
- **Part 3 – RFP Requirements**
- **Part 4 – Financial Proposal**
- **Part 5 – Pre-Qualification and Evaluation Criteria**
- **Part 6 - Required Documents**
 - **Annexure A: Confidentiality and Non-disclosure Agreement;**
 - **Annexure B: Acceptance of Bid Conditions;**
 - **Annexure C: Shareholder Information**
 - **Annexure D: Bidder's Experience and proposed project team**
 - **Invitation to Bid (SBD 1), its Annexure B of this RFP;**
 - **Disclosure and Declaration (SBD 4);**
 - **Preferential Points Claim Form (SBD 6.1)**

Note: Failure to provide any one of the documents required in Part 6 may lead to an immediate disqualification of the service provider from the tender process.

Consent to Processing of Personal Information.

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by Sasria or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify Sasria against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

2. Part 2 - Instructions

Sasria

Sasria SOC Ltd (Sasria) is the only short-term insurer that provides special risk cover to all individuals and businesses that own assets in South Africa, as well as government entities. This is a unique cover against risks such as civil commotion, public disorder, strikes, riots and terrorism, making South Africa one of the few countries in the world that provide this insurance, particularly at affordable premiums.

As a state-owned entity, Sasria has a legislative mandate that governs day-to-day business operations and a broader strategic mandate to make a positive contribution to transformation within the Insurance industry in South Africa. Sasria's core business is the provision of short-term insurance for riots, strikes, terrorism, civil commotion and public disorder to businesses, government entities and individuals.

The Government of the Republic of South Africa, and specifically the National Treasury through the Minister of Finance, is the sole shareholder of Sasria. As such, the company has to comply with a number of legal and regulatory requirements.

Bidders are encouraged to review Sasria's latest Integrated Report, available on its website, to get a better understanding of its business operations and functions.

Contractual commitment

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of Sasria. Any notification of preferred bidder status by Sasria shall not give rise to any enforceable rights by the Bidder. Sasria may cancel this RFP any time prior to the formal written agreement being executed by or on behalf of Sasria.

Sasria reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.

Sasria reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to: driving socio-economic development objectives that are enshrined in various government policies. Sasria is under no obligation to award the tender in full and may decide to award it in part to one or various tenderers.

Confidentiality

All bidders to this RFP will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

Submission Format (Returnable Schedules)

Bidders are required to submit a comprehensively detailed bid responses in accordance with the submission format specified below:

2.4.1 Schedule 1:

- 1) Executive Summary (explaining how you understand the requirements of this RFP, summary of your proposed solution and the summary of your experience relevant to the requirements of this RFP)
- 2) Annexure B of this RFP document (See Part 6) (duly completed and signed)

2.4.2 Schedule 2

All documents (except Annexure B) listed on Part 6 of this RFP Document (duly completed and signed);

- a) CSD number to verify tax compliance;
- b) Valid B-BBEE verification certificate or Affidavit. An Exempted Micro Enterprises (EME) with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. A Qualifying Small Enterprise (QSE) that has 51% or more black beneficiaries may obtain a sworn affidavit confirming the annual total revenue and level of black ownership.

Submission Requirements to Claim Points Related to Specific Goals:

1. Consortium or Joint Venture – to submit a valid consolidated B-BBEE certificate or Affidavit and a signed Consortium or Joint Venture agreement.
2. Prime Contractor with Subcontractor(s)- Prime Contractor and Subcontractor(s) B-BBEE certificates or Affidavits are required and a signed subcontracting agreement
3. Individual bidder – must submit a valid B-BBEE certificate or Affidavit

2.4.3 Schedule 3:

- a) Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document.

2.4.4 Schedule 4:

- a) Financial/ Price Proposal in line with Part 4 of this RFP document.

2.5 Submission of Bids

The closing date and time for the submission of bids is **28 August 2023 at 12h00pm**. Bidders should click on this link <https://procurement.sasria.co.za/> to be able to register on the Sasria' Online Tender Portal on or before the closing date and time in order to submit their proposals. Bidders should follow the system prompts and submit all schedules to the Online Tender Portal. All correspondence will be done via the Online Tender Portal. Should bidders not be able to register, they should send the email to Procurement@sasria.co.za for assistance. It is the bidders responsibility to familiarise with our Online Tender Portal well before the tender close.

It is the bidder's responsibility to ensure that the bid is submitted as directed above and that the submission is received by Sasria before the closing date and time. Therefore, bidders are advised to allow adequate time for submission of bids through Sasria Online Tender Portal to mitigate against any possible technical challenges, which may result in delays in submission of bid responses.

Please note that Sasria Online Tender Portal is configured to receive electronic documents of maximum size of 4MB per file and each Schedule is limited to 30MB. The bidder will not be able to submit a bid unless all four (4) Schedules are completed.

Sasria will not enter into any negotiations regarding bids that could not be submitted on time through the Sasria Online Tender Portal. Sasria will take no responsibility for failure by the bidder to submit their bid response on time due to technical challenges of any sort.

NB: Hand delivered, posted, emailed, or faxed proposals will NOT be accepted or considered for evaluation.

2.6 Queries and clarifications

For all queries and clarifications regarding this Request for Proposal, bidders should click on this link <https://procurement.sasria.co.za/> and go to Queries on the portal.

2.7 Reasons for Disqualification or Non- Award

Sasria reserves the right to disqualify / not award a contract to a bidder for one or more of the following reasons, and such disqualification may occur without prior notice to the offending bidder:

- failed to provide proof that they are tax compliant with SARS;
- submitted incomplete information and documentation according to the requirements of this RFP document;
- submitted information which contains fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;
- failed to comply with mandatory requirements if stipulated in the RFP document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any Sasria employee;
- canvassed, colluded or lobbied in order to gain unfair advantage;
- committed fraudulent acts;
- will cause perceived or actual reputational, financial or operational risk to

Sasria;

- appears in National Treasury's list of restricted / defaulters register;
- prohibited to do business with state organs;
- the bidder is prohibited to do business with the State; and
- acted dishonestly and/or in bad faith etc.

2.8 Ethical Dealings

By submitting its bid, the bidder will be deemed to have confirmed that it is not involved in any form of unethical business practices, and hereby warrants that it shall adhere to all ethical standards required of it by virtue of the professional nature of its business.

2.9 Sasria's Rights

Sasria reserves the right to:

- Amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. Such amendments will be posted on the Sasria's Tender Portal under Announcements. All prospective bidders should therefore ensure that they visit the website regularly before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- Award this bid as a whole or in part or not make an award at all.
- Award this bid to more than one bidder.
- Negotiate with all or some of the shortlisted bidders.
- Not accept the lowest priced bid or award the bid to a bidder other than the highest scoring bidder.
- Conduct site visits at bidder's offices and / or at client sites if so required.
- Request any relevant information and/ or documents to verify or clarify information supplied in the bid response in relation, but not limited, to the structure of the bidding entity, bidder's capacity, bidder's B-BBEE profile, Specific Goal, proposed solution, proposed timelines etc.
- Not release information of another bidder that may be considered proprietary, sensitive or confidential
- To restrict a company or person from doing business with the State for a period not exceeding 10 years.

By submitting a bid, the bidder hereby gives consent to Sasria to conduct any form of vetting or due diligence in relation to this tender on the bidding entity and/ or any of its directors / trustees / shareholders / members.

2.10 Proposal costs

All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

2.11 Validity period

The proposals should remain valid for at least 150 days after the closing date.

2.12 Important dates

Activity	Date
Release of RFP	27 July 2023
Non- compulsory Briefing session	Date: 15 August 2023 Time: 13h00 – 14h00 pm Platform: MS Teams (vendors should click on the attached link to join the meeting(Ctrl and the link): Click here to join the meeting Meeting ID: 314 102 002 349 Passcode: kBwbM5
Last day of enquiries	16 August 2023
Responses to enquiries	18 August 2023
Closing date for submission of proposals	28 August 2023 @ 12h00pm

Sasria reserves the right to amend any date specified above. Any changes will be communicated to the interested parties via our Tender Portal.

2.13 Transformation

Sasria promotes transformation in the financial services and other sectors of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled) and businesses that are small to medium sized. Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard.

3. Part 3 - RFP Requirements

Special Instructions

Should a bidder have reason to believe that the Functional Requirements are not open / fair and/or are written for a particular service provider; the bidder must notify Sasria Procurement within five (5) days after publication of the RFP.

Background Information

Sasria requires to perform a Probable Maximum Loss (PML) study in order to ascertain its exposure to large and catastrophic risk events. It is therefore expected that the PML study be conducted by competent professionals to inform decisions making on our reinsurance treaty renewal. The PML analysis includes a review of the probability and possibility, as well as cost associated that may arise due to a Sasria peril. The results of the PML study will be utilized by underwriting and the statutory actuary in their analysis and determination of the appropriate reinsurance covers and capital impacts. The analysis will be shared with the appointed Reinsurance Broker for planning and advise on appropriate covers needed by Sasria.

Scope of Work

The bidder will be required to conduct a comprehensive PML exercise which should include on the ground assessments of high risk accumulation areas and data assessments in order to ascertain Sasria's target risk, accumulation levels, and maximum exposure.

Provide a comprehensive report which should include data, valuations, risk intelligence as well as risk mitigation proposals in support of the Probable Maximum Loss (PML) where available. The information provided by the bidder should allow Sasria to have a clear understanding of their risk and associated capital exposure.

Forecast scenarios for impact on probable perils and provide the findings for each scenario modelled. The report should also cover the scenario Loss Estimates and the assumptions for each scenario and the Probable Maximum Loss Assessments for each scenario.

To this end, the work is expected to include the following activities and output, amongst others:

- Perform research and analysis to identify economic, political, socio economic, legal and other risks that Sasria is currently exposed to.

- Perform research and analysis to identify economic, political, socio economic, legal and other risks that are likely to emerge as risks to Sasria over the next 5 years.
- Perform research and analysis to assess and advise on how these current and emerging risks are likely to evolve over the next 5 years.
- Based on the above research and analysis, develop, in consultation with Sasria, suitable Realistic Disaster Scenarios (RDS) for the next 5 years that:
 - Cover the range of perils that Sasria underwrites, including but not limited to Political Risk and Terrorism Risk;
 - Consider the likelihood of multiple events in a year, the risk of simultaneous (related or unrelated) events, the risk of one event triggering (related or unrelated) consequential events;
 - Consider the concentration risk from a specific location, client or event.
- Develop suitable mathematical models to determine the frequency and severity distributions for each RDS, as well as an estimation of the PML that Sasria is exposed to for the period 1 April 2024 to 31 March 2025.

The deliverables for this project will be:

A comprehensive report covering items listed above and which includes, amongst others:

- The data and information that was used.
- The methodology utilised including the relative assumptions.
- Details of the research that was undertaken.
- Details of the current and emerging risks that were evaluated.
- A tabulation of the RDS including Frequency and Severity distributions that Sasria can utilise in its internal models for capital requirement calculations, reinsurance evaluation, pricing, and underwriting.
- An estimation of the Probable Maximum Loss that Sasria is exposed to for the period 1 April 2024 to 31 March 2025.
- Report including forecast scenarios and findings for PML.
- Scenario Loss Estimates.

- Probable Maximum Loss Assessments.
- Presentation of results to Sasria management and the Board of Sasria.

Presentations

Bidders must clearly demonstrate that they have the experience in performing a PML study and indicate the type of pools they have conducted the study for.

The following must be demonstrated in the presentation:

- Methodology to be applied when conducting the study.
- How the PML study can be used to inform the organisations reinsurance strategy.
- Modelling used in determining possible scenarios.
- Possible risk mitigation strategies that the study can contribute to.
- The approach to demonstrate understanding of the requirements.

Reporting

The bidder will be required to prepare reports that will be reviewed by various Sasria Committees and to prepare a final report incorporating various inputs received. **The first report will be due in November of 2023. Sasria will share reporting dates with the winning bidder.**

Contract Duration

The appointed service providers will be required to start immediately after signing the contract and provide the required services for a period of 12 months.

4. Part 4 - Financial Proposal

- 1 Bidders are required to provide a detailed and comprehensive price proposal i.e. all costs associated with the bidder's proposal must be clearly specified and included in the Total Bid Price.
- 2 All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).

Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

3	Payments will be linked to specified deliverables after such deliverables have been approved by Sasria.	Comply	Not Comply

4	Sasria reserves the right to consider the guidelines on consultancy rates as set out in the National Treasury Instruction 03 of 2017/2018: Cost Containment Measures , where relevant.	Comply	Not Comply
	The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		
Substantiate / Comments			

4 PRICING MODEL

4.1 Probable Maximum Loss Study- services for a period of 12 months

Description	No of hours	Rate/hour	No of Resources	Total (Vat Excl.) Over a period of 12 months
Probable Maximum Loss study services				
Other Costs (NB: costs not covered above) Bidder to clarify what the costs are for				
Preparation and submission of reports and final reports after considering Sasria inputs (Project Management)				
Disbursements				
A. Sub-Total (Vat Excl.)				

4.2 Ad-hoc support for a period of 12 months:

Description	Duration	Total No. of Support Hours	Rate per hour	Total (Vat Excl.)
Ad Hoc Support	12 Months	400		
B. Sub-Total (Vat Excl.)		R		

4.3 Total Bid Price

Subtotal A	R
Sub-total B	R
Total Bid Price (Vat Excl.)	R

Price Declaration Form

Dear Sir,

Having read through and examined the requirements of this **RFP 2023/22**, and its related conditions, to conduct Probable Maximum Loss (PML) study at Sasria SOC Ltd (Sasria) for a period of 12 months.

as outlined in the scope of work, for the following total amount:

R..... (Excluding VAT)

In words

R..... (Excluding VAT)

We confirm that this price covers all activities associated with the scope of work, as called for in the RFP document. We confirm that Sasria will incur no additional costs whatsoever, over and above this amount in connection with the delivery of the required services.

We undertake to hold this offer open for acceptance for a period of 150 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence the scope of work when required to do so by the Sasria.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED _____ **DATE** _____

(Print name of signatory)

Designation _____

FOR AND ON BEHALF OF: COMPANY NAME _____
Tel No _____
Fax No _____
Cell No _____

5. Part 5: Qualification and Evaluation Criteria

5.1 Evaluation of proposals

The purpose of the RFP is to obtain a complete set of salient information pertaining to the bidding parties. The proposals will accordingly be used to evaluate whether, at Sasria's discretion, an interested party qualifies to proceed to the next stage of this procurement process. All bidding parties will be advised in writing of Sasria's decision, which will be final. No correspondence will be entered into pertaining to the evaluation process, the decisions taken and reasons thereof.

5.2 Evaluation Criteria

Level 1- Governance Verification

The evaluation during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, which requirements include the following:

- **Proof of registration with CSD confirming tax compliance status as referenced in Part 2 above.**
- **Valid B-BBEE certificate or Affidavit as referenced in Part 2 above.**
- **Duly completed Standard Bidding Document(s) and other requirements, in line with Part 6 of this RFP.**
- **Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document**
- **Financial/ Price Proposal in line with Part 4 of this RFP document**

Note: Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

5.2.2 Level 2- Technical Evaluation

The evaluation during this level is based on technical criteria (functionality). The technical evaluation will be conducted in 2 phases, as follows:

Phase 1: Technical Evaluation Criteria

Only bidders achieving a minimum score of 70 percent (42 points) will be evaluated further in the next stage i.e. Bidder PML Study Presentation: Evaluation. The bidder's proposal should respond comprehensively to the technical evaluation criteria.

The technical evaluation criteria is set out below:

Item	Criteria	Points	Scoring Guideline
1	Bidder's Experience The bidder must have demonstrable experience in PML research and calculations. The bidder must provide reference letters of similar work done in the past 5 years. Reference Letters must be on the client's letterhead, signed and include a contactable telephone and contact name.	15	The points will be allocated as follows: 1 relevant reference letter = 0 points 2 relevant reference letters = 4,5 points 3 relevant reference letters = 10,5 points 4 relevant reference letters = 12 points 5 or more reference letters = 15 points
2.1	Experience of the Project Technical Team The bidder to submit detailed CVs of the key personnel; and the CVs must clearly highlight years of experience relevant to the tasks and objectives of this project as outlined above. Experience in PML evaluation and calculation.	15	No relevant experience in the CV's of the project technical team = 0 points. 1-2 years' relevant experience = 4,5 points. 3 years relevant experience = 10,5 points. 4 years' relevant experience = 12 points. More than 5 years' qualification = 15 points.
2.2	Qualifications of the Project Technical Team The bidder to submit detailed CVs of the key personnel; and the CVs must clearly highlight the relevant qualifications of the project team such as i.e., actuarial studies, finance, risk management, engineering, bomb blast and quantity surveying) NB: The structure and composition of the proposed team, clearly outlining the main disciplines or specialties of this project and the key personnel responsible for each specialty.	5	No relevant qualifications from the CV's of the project technical team = 0 Points. relevant qualifications from the CV's of the project technical team = 5 Points

3	Project methodology and approach The bidder must provide a detailed proposal reflecting the methodology and approach to be used to carry out the scope of work outlined above and clearly demonstrating how the deliverables will be achieved.	15	The plan does not or partially meets expectation and it is inconsistent with the phases outlined in the Scope of Work = 4.5 points The proposal meets expectation and it's consistent with the phases outlined in the Scope of Work = 10,5 points The proposal exceeds expectation and it's consistent with the phases outlined in the Scope of Work =15 points
4	Project plan The bidder must provide a detailed project plan i.e., activities, tasks, and related timelines.	10	The proposal does not or partially meets expectations and does not clearly outline activities, tasks, and related timelines = 3 points The proposal meets expectation and outlines activities, tasks, and related timelines = 7 points The proposal exceeds expectation and clearly outlines activities, tasks, and related timelines =10 points
	Total points	60	

Note: Bidders must achieve a minimum score of 42 out of 60 points in Phase 1 of the technical evaluation to be considered for the next level of the evaluation process i.e., PML study presentation otherwise the bidder will be disqualified at this stage.

Phase 2– Bidder PML Study Presentation: Evaluation Criteria

Bidders will be invited to present to Sasria their proposal and the presentation should address the elements shown in the table below which will be evaluated by Sasria.

The bidders will be given notification in advance to prepare for presentation.

Item	Criteria	Points
A	Adherence to requirements The service provider must clearly demonstrate their proposal and the compliance to the deliverables, scope of the RFP as described in 2.16. The bidder is expected to cover the following during the presentation's session: ○ Methodology to be applied when conducting the study (10) ○ How the PML study can be used to inform the organisations reinsurance strategy (5) ○ Modelling used in determining possible scenarios (10) ○ Possible risk mitigation strategies that the study can contribute to- (10) ○ The approach to demonstrate the understanding of the requirements (5) Scoring will be allocated as follows:	40

• All of requirements met and exceeded (40 points) • Most of requirements met (32 points) • Some of requirements are not met (12 points) • Most of requirements not met (10 points)	
Total	40

Note: This evaluation will be considered separately from the preceding evaluation and only the bidders that achieved a minimum score of 70 percent which is 28 points in this Phase of evaluation will advance to the next level of the evaluation process i.e. Price and Specific goals.

5.2.3 Level 3 – Preference Point System

Bidders that achieved a minimum score of 70 percent (28 points) in the presentations i.e. Bidder PML Study Presentation: Evaluation Criteria will progress to this level and will be evaluated in accordance with a preference point system in line with PPPF Act and Procurement Policy of Sasria.

The following preference points system will be used for this tender:

Criteria	Points
Price	80
Specific Goals	20
TOTAL	100 points

Criteria for Specific Goals

Below is the specific goal(s) allocated for this RFP. Bidders are required to provide valid and sufficient proof as indicated in the table below to claim the preference points indicated.

Specific Goal to be measured	Points allocated out of a maximum 20.00 points	Proof required to allocate points
1. The tenderer is: a) An Exempted Micro Enterprise (EME) or	15.00	Sworn Affidavit
b) A Qualifying Small Enterprise (QSE) or	15.00	Valid B-BBEE certificate or Sworn Affidavit for QSE that are at least 51% black owned
c) A Generic enterprise	10.00	Valid B-BBEE certificate
d) A Generic enterprise (Prime Contractor) subcontracting at least 20% of the contract to either a EME or QSE.	15.00	1. Valid B-BBEE certificate and 2. A signed subcontracting agreement (between the Prime Contractor and Subcontracting parties) 3. Sworn Affidavit for EME or QSE that are at least 51% black owned
2. Additional points if the tenderer is at least 51% black Owned (a Prime contractors B-BBEE certificate or Affidavit will be	5.00	Valid B-BBEE certificate or Sworn Affidavit

<i>used in the case of subcontracting arrangements)</i>		
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Please note the following:

- Failure on the part of a tenderer to submit proof or documentation required in terms of this RFP to claim points for specific goals with the quotation, will be interpreted to mean that preference points for specific goals are not claimed.
- Sasria reserves the right to require of a tenderer, either before the RFP is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Sasria.

6 Part 6 – Required Documents

STANDARD BIDDING DOCUMENTS

In addition to the Annexures listed below, the following documents must be completed, signed and submitted together with the bid response:

- Disclosure and Declarations Form (SBD 4)
- Preferential Points Claim Form (SBD 6.1);

Note: Failure to submit these documents may lead to disqualification of the bid or preference points not being awarded to the tenderer.

**ANNEXURE A: CONFIDENTIALITY AND NON DISCLOSURE
AGREEMENT**

MEMORANDUM OF AGREEMENT

Entered into between:

Sasria SOC Ltd

A company duly incorporated under the laws of *Republic of South Africa*, having its main place of business at 36 Fricker Road, Illovo, Sandton Johannesburg, with registration number: 1979/000287/06

(Hereinafter referred to as “the Discloser”)

And

.....

A company duly incorporated under the laws of Republic of South Africa, having its main place of business

at....., with

registration number:.....

(Hereinafter referred to as “the Recipient”)

PREAMBLE

Whereas the Discloser will disclose certain confidential information to the Recipient, for purposes

of _____
_____;

And whereas the Recipient wishes to receive confidential information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.

The Discloser and the Recipient hereby agree to the following:

1. Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

1.1 “Agreement” shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

1.2 “Commencement Date” shall mean the date of last signature of this agreement;

1.3 “Confidential Information” shall mean all information which:

1.3.1 pertains to the Disclosing Purpose, disclosed, revealed or exchanged by the Discloser to the Recipient, and which pertains to, but is not limited to all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Recipient, the content of all possible future agreements which the Discloser intends to enter into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, business or financial aspects of the Discloser; and/or

1.3.2 any information of whatever nature, which has been or may be submitted by the Discloser to the Recipient, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by

examination, testing, visual inspection or analysis, including, without

limitation, business or financial data, know-how, formulae, processes, specifications, sample reports, models, customer lists, computer software, inventions or ideas; and/or

- 1.3.3 Any dispute between the Parties resulting from this Agreement; and/or
- 1.3.4 Any fault or defect in any aspect of the business of the Discloser, irrespective of whether the Discloser knows about such a fault or defect;
- 1.4 **“Notice”** shall mean a written document;
- 1.5 **“Parties”** shall mean both the Discloser (**Sasria SOC Ltd**) and the Recipient.
- 1.6 **“Board”** shall mean Board of Directors of the Discloser.
- 1.7 **“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;
- 1.8 **“Specific Goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

2. Obligations of the Recipient

The Recipient shall:

- 2.1 use the confidential information disclosed to it solely for the purposes of
.....
.....
.....and for no other purpose whatsoever (“Disclosing Purpose”);
- 2.2 treat and safeguard the Confidential Information as private and confidential;
- 2.3 ensure proper and secure storage of all Confidential Information;
- 2.4 not at any time without the prior written consent of the Discloser or another employee of the disclosure from which he received the information,

- 2.4.1** disclose or reveal to any person or party either the fact that discussions or negotiations are taking, or have taken place between the Board, employee and another employee or the content of any such discussions or other facts relating to the Disclosing Purpose, except where required by law or any governmental, or regulatory body;
- 2.5** not create the impression with or lead any third party to interpret or construe any condition contained in this Agreement, that this Agreement is an Agency Agreement and/or Partnership Agreement and/or a Joint Venture and/or any other similar arrangement;
- 2.6** not allege that this Agreement grants it, either directly, or by implication, or by estoppel or otherwise a license under any patent or patent application, or that it is entitled to utilize the Confidential Information in any way contrary to the stipulations contained in this Agreement;
- 2.7** on termination of this Agreement act with the Confidential Information in accordance with a Notice delivered to it by the Discloser and if no such Notice was delivered, the Recipient shall destroy the Confidential Information in a similar manner to which it would destroy information that it would consider to be its own Confidential Information.

3. Obligations of the Discloser

Subject to clause 2, the Discloser shall:

- 3.1** disclose to the Recipient, in writing any relevant information in their possession or under their care; and
- 3.2** furnish the Recipient at least 7 (seven) calendar days prior to this Agreement being terminated, for whatever reason, with a Notice instructing the Recipient about what it should do with the Confidential Information once the Agreement has been terminated.

4. Exclusions

The provisions of **Clause 3** above will not apply to any Confidential Information which:

- 4.1** is at the time of disclosure to the Recipient, within the public domain and could be obtained by any person with no more than reasonable diligence;
- 4.2** come into the public domain and could be obtained after such disclosure, otherwise than by reason of a breach of any of the undertakings contained in this Agreement;

- 4.3** is subsequently provided to the Recipient by a person who has not obtained such information from the Discloser, provided that, in any such case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether expressed or implied;
- 4.4** is disclosed with the written approval of the Discloser;
- 4.5** is or becomes available to a third party from the Discloser on an unrestricted basis;
- 4.6** is obliged to be reproduced under an order of court or government agency of competent jurisdiction.

5. Commencement

This Agreement shall commence on the Commencement Date.

6. Cancellation

- 6.1** The Agreement shall not terminate automatically. Either party must be able to terminate on written notice to the other party once the Disclosing Purpose is completed. The obligations of confidentiality under this Agreement shall continue to apply after assignment or termination of this Agreement.
- 6.2** The Parties further agree that either Party shall have the right at any time to give notice in writing to terminate this Agreement forthwith in the event of a material breach of any of the terms and conditions of the Agreement. If the breach in question is one which can effectively be remedied, the Parties shall endeavour to jointly try to remedy such breach, failing which, the Agreement shall be terminated.

7. Interpretation

- 7.1** The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement;
- 7.2** Any reference in this Agreement to the singular includes the plural and *vice versa*;
- 7.3** Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.

8. Dispute Resolution

- 8.1** A dispute concerning or arising out of this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by -
- negotiation; failing which
 - mediation; failing which
 - arbitration
- 8.2** Within ten (10) Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorized representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within fifteen (15) Business Days
- 8.3** If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").
- 8.4** If mediation fails, the parties must refer the dispute within fifteen (15) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA.
- 8.5** If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 8.6** The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 8.7** This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
- 8.8** This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

9. Domicilium and Notices

The Parties elect the following addresses as their respective *domicilium citandi et executandi*, at which all notices and other communications must be delivered for the

purposes of this Agreement:

9.1 Discloser:

9.1.1 by hand at 36 Fricker Road, Illovo, *Sandton, Johannesburg*

Marked for the attention of:

9.1.2 by post at: **P.O. Box 653367, Benmore, 2010**

Marked for the attention of

9.1.3 by telefax at (011) 447 8624

Marked for the attention of

9.2 Recipient:

9.2.1 by hand at

Marked for the attention of.....

9.2.2 by post to: _____

Marked for the attention of:

9.2.3 by telefax atMarked for the attention of:

.....

9.3 Any notice or communication required or permitted to be given in terms of this agreement shall only be valid and effective if it is in writing.

9.4 Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14th (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

9.5 Any notice sent by telefax to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:

9.5.1 if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

9.5.2 if it is transmitted outside of these times, within 2 (two) hours of the

commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

10. Entire Agreement and Variations

10.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

10.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

10.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

11. Data Security

11.1. The Recipient shall, at all times, ensure compliance with any local and international laws, regulations, policies or codes that may be enacted from time to time and put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risk to any information that may be shared or accessed through a computer or any other form of electronic communication pursuant to the Agreement. For purposes of this clause 0,

“Information” shall mean, but not be limited to:

11.1.1. all cyber related information, including data; a computer program; output of a computer program; a computer system; article; data message; a computer data storage medium; output of a computer program and output of data;
e)

11.1.2. Personal Information as defined in section 1 of the Protection of Personal Information Act No. 4 OF 2013 (“POPIA”) read with Section 1 of the Promotion of Access to Information Act No. 2 of 2000; and

11.1.3. Any other information that may be shared or accessed pursuant to the Agreement.

11.2. The Recipient shall notify the Discloser in writing of any cybercrimes or any suspected cybercrimes in its knowledge and to report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, within 10 days of becoming aware of such crime or suspected crime.

12. Protection Of Personal Information

12.1. For purposes of this clause 112 -

- 12.1.1. the following terms shall bear meanings contemplated in Section 1 of the POPIA: **consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information**; as well as any terms derived from these terms.
- 12.1.2. **“binding corporate rules”** means personal information processing policies, within a group of undertakings, which are adhered to by a responsible party or operator within that group of undertakings when transferring personal information to a responsible party or operator within that same group of undertakings in a foreign country; and **“group of undertakings”** means a controlling undertaking and its controlled undertakings.
- 12.2. The Parties acknowledge and agree that, in relation to personal information that may be processed pursuant to the Agreement, the Discloser is the responsible party and the Recipient is the operator.
- 12.3. The Recipient must process such personal information only with the knowledge or authorisation of the Discloser and treat personal information which comes to its knowledge as confidential and must not disclose it, unless so required by law.
- 12.4. The Recipient must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.
- 12.5. In order to give effect to the obligations set out in this clause 112, the Recipient must take reasonable measures to-
- 12.5.1. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
- 12.5.2. establish and maintain appropriate safeguards against the risks identified;
- 12.5.3. regularly verify that the safeguards are effectively implemented; and
- 12.5.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 12.6. The Recipient shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.
- 12.7. The Recipient shall notify the Discloser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed

or acquired by any unauthorised person.

12.8. The Recipient shall appoint an information officer and an appropriate number of deputy information officers as may be required by the POPIA, and must provide the Discloser with the details of such officers, whose responsibilities shall include-

12.8.1. the encouragement of compliance, by the Recipient, with the conditions for the lawful processing of personal information;

12.8.2. dealing with requests made to the Recipient pursuant to the POPIA;

12.8.3. working with the Regulator in relation to investigations conducted under the POPIA;

12.8.4. otherwise ensuring compliance by the Recipient with the provisions of the POPIA; and

12.8.5. as may be prescribed by the POPIA.

12.9. The Recipient shall not transfer personal information about a data subject to a third party who is in a foreign country without Prior written consent of the Discloser. The Discloser will not grant such consent unless-

12.9.1. the third party who is the recipient of the information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that-

12.9.1.1. effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person and, where applicable, a juristic person; and

12.9.1.2. includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country;

12.9.2. the data subject consents to the transfer;

12.9.3. the transfer is necessary for the performance of a contract between the data subject and the responsible party, or for the implementation of pre-contractual measures taken in response to the data subject's request;

12.9.4. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party; or

12.9.5. the transfer is for the benefit of the data subject, and-

12.9.5.1. it is not reasonably practicable to obtain the consent of the data subject to that transfer; and

12.9.5.2. if it were reasonably practicable to obtain such consent, the data subject would be likely to give it.

12.10. The Recipient shall process personal information of data subjects in accordance with the conditions for the lawful processing of personal information as contemplated in the POPIA, and shall at all times put sufficient measures in place to ensure compliance with the POPIA, including compliance with any compliance notices and information notices served on the Recipient under the POPIA.

13. Assignment, Cession and Delegation

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

14. Relaxation

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

15. Waiver

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

16. Severability

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

17. Governing Law

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

SIGNATURES

I, the undersigned, , herewith confirms that my position within the Recipient is that of and state that I am duly authorised to enter into this Agreement, which I herewith do, on this theday, of , for and on behalf of the Recipient.

I, the undersigned, herewith confirms that my position within the Discloser is that of Executive Manager: and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the _____ day, of by signing this Agreement, for and on behalf of the Discloser.

Signature for and on behalf of Discloser

Signature for and on behalf of Recipient

ANNEXURE B: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS

RFP No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised
Signatory _____

Position of Authorised
Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:

Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':

Individual Bidder	
Joint Venture/ Consortium	
Prime Contractor with Sub Contractor(s)	
Other	

REQUIRED INFORMATION

If Individual Bidder:

Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	

If Individual Bidder:	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner:	
Partner 1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
Partner 2	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Prime Contractor using Sub-contractors, indicate the following:	
Prime Contractor	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub-contractors	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

ANNEXURE C: SHAREHOLDER INFORMATION

[Note: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% Shares

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

2 Black Shareholders/ Members as per the B-BBEE Certificate

Name of the shareholder	ID Number	Race	Gender	% Shares
Total Black Shareholding % as per the current and valid B-BBEE Certificate or Affidavit				

ANNEXURE D: BIDDER'S EXPERIENCE AND PROPOSED PROJECT TEAM

[Note: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 3.]

Table (a): Details of the bidder's current and experience in Probable Maximum Loss Study Services for a period of 12 months

Client' Name	Project description	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities	Name, title, and telephone contact of client

Table (b): Details of the key personnel of the bidders' proposed team:

Name	Position	Role / Duties in this Project	Relevant Project Experience
			Project description, Client, Project period