



REQUEST FOR BIDS

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INSURANCE FOR THE NRCS BUSINESS AND ASSETS FOR A PERIOD OF 60 (SIXTY) MONTHS (BID NUMBER: NRCS 014-2022/2023)

CLOSING DATE AND TIME: 18 January 2023 11H00

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PART A INVITATION TO BID

SBD 1

| | | | | | |
|---|--|---------------|-----------------|---------------|--------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) | | | | | |
| BID NUMBER: | NRCS 114-2022/2023 | CLOSING DATE: | 18 January 2023 | CLOSING TIME: | 11:000 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INSURANCE FOR THE NRCS BUSINESS AND ASSETS FOR A PERIOD OF 60 (SIXTY) MONTHS (BID NUMBER: NRCS 014-2022/2023) | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

| | | | | | |
|--|---|--|--|---------|--|
| SABS PREMISE, NRCS TENDER BOX | | | | | |
| 1 DR LATEGAN ROAD | | | | | |
| GROENKLOOF, PRETORIA | | | | | |
| 0001 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | <input type="checkbox"/> | A REGISTERED AUDITOR | | | |
| | | NAME: | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

| | | | |
|--|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE (ALL INCLUSIVE) | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT/ PUBLIC ENTITY | NRCS | CONTACT PERSON | Edward Matemba |
| CONTACT PERSON | Lebo Monaren | TELEPHONE NUMBER | 012 482 8797 |
| TELEPHONE NUMBER | 012 482 8765 | FACSIMILE NUMBER | - |
| FACSIMILE NUMBER | - | E-MAIL ADDRESS | Edward.Matemba@nrcs.org.za |
| E-MAIL ADDRESS | Lebo.Monaren@nrcs.org.za | | |

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS 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)

.....

2 PRICING SCHEDULE

SBD 3.1

(PRICING SCHEDULE)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....

Bid number: **NRCS 014-2022/2023**

Closing Time **11:00**

Closing date: **18 January 2023**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

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

| ITEM NO | DESCRIPTION | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|------------------------|--|--------|--------|--------|--------|--------|-------|
| 1 | Appointment of a service provider to provide insurance for the NRCS business and assets for a period of 60 (sixty) months (Bid number: NRCS 014-2022/2023) | | | | | | |
| | Assets | | | | | | |
| | Public Liability | | | | | | |
| | Professional Indemnity | | | | | | |
| | Directors and Officers Liability | | | | | | |
| | Fidelity Guarantee | | | | | | |
| | Motor Vehicles | | | | | | |
| 2 | Other (please specify) | | | | | | |
| Total Exclusive of VAT | | | | | | | |
| VAT @ 15% | | | | | | | |
| Total Inclusive of VAT | | | | | | | |

Disclaimer:

- The bidder must ensure that all pricing and amounts submitted are correct, it is not the responsibility of the NRCS to ensure the correctness of the amount submitted.
- The maintenance will be on an ad hoc basis or as required (optional).

- Required by:

- At:

-
- Is the proposed bid price linked to exchange rate?
*YES/NO

 - Is the price fixed?

 - If not to specification, indicate deviation(s)

 - Are the rates quoted firm for the full period of
contract?
*YES/NO

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

.....

.....

 - Does the offer comply with the specification(s)? *YES/NO

 - If not to specification, indicate deviation(s)

 - Brand or model name

 - Country of origin

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

Any enquiries regarding bidding procedures may be directed to the –

Ms. Lebo Monaren
E-mail: Lebo.Monaren@nrccs.org.za

Or for technical information –

Contact Person: Mr. Edward Matamba
E-mail address: Edward.Matamba@nrccs.org.za

3 DECLARATION OF INTEREST

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
 - the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “prices” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

6 CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION / SITE MEETING

CERTIFICATE OF ATTENDANCE AT BRIEFING SESSION / SITE MEETING

NRCS 014-2022/2023

This is to certify that I,

.....

representative of (Bidder)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the briefing session / site meeting (date) conducted by

(Employer's representative)

SIGNATURE OF PERSON AUTHORISED TO SIGN THE BID/ TENDER:

.....

DATE:

.....

7 AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“ By resolution of the board of directors passed on _____ 20_____

Mr _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No _____ and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

8 REQUEST FOR BID
INVITATION FOR PROSPECTIVE BIDDERS

National Regulator for Compulsory Specifications (NRCS) hereby invites prospective bidders with proven record to tender for the bids as follows:

| BID | | | | | |
|--------------------|--|-----------------------|--------------------------------|---------------------------------|-------------------------|
| RFB No. | Service Description | Evaluation Criteria | Collection Dates for documents | Non-compulsory briefing session | Closing Date |
| NRCS 014-2022/2023 | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INSURANCE FOR THE NRCS BUSINESS AND ASSETS FOR A PERIOD OF 60 (SIXTY) MONTHS (BID NUMBER: NRCS 014-2022/2023) | 80/20 & Functionality | 15 December 2022 | N/A | 18 January 2023 @ 11h00 |

Note: Bid documents could be downloaded on the NRCS website (www.nrcs.org.za) or/and the National Treasury e-portal website. Should a bidder opt to collect the documents from the NRCS and amount of R 250.00 should be paid into the following account and proof of payment (receipt) be produced:

Account Name: National Regulator for Compulsory Specifications
Bank: ABSA

Branch Name: Brooklyn

Branch Code: 335345

Account No: 4072161682

Account Type: Current

Sealed documents individually marked the above reference and description, must be placed in the Tender box situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the addresses mentioned above. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

Administrative enquiries can be directed to Ms. Lebo Monaren (Lebo.Monaren@nrcs.org.za)

Technical Enquiries: Mr. Edward Matemba (Edward.Matemba@nrcs.org.za)

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission, to re-advertise and cancel bid or part thereof if it so wishes. Service providers will be adjudicated according to the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 2011, Public Finance Management Act, Act 1 of 1999, as well as the Broad Based Black Economic Employment Act, Act 53 of 2003.

9 GENERAL CONDITIONS OF CONTRACT**THE NATIONAL TREASURY
Republic of South Africa****GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

▣ The General Conditions of Contract will form part of all bid documents and may not be amended.

▣ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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
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General Conditions of Contract

1. Definitions

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

- 7.1.1 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.
- 7.1.2 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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 fulfillment 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. 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 canceling 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.

10 SUPPLIER DECLARATION FORM

NRCS SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

NRCS Vendor Management has received a request to load your company on to the NRCS vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: *• Failure to submit the above documentation will delay the vendor creation process.*
• Where applicable, the respective NRCS business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective NRCS business unit etc.

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.**

Regards,

NRCS Vendor/Supplier Management *[please substitute this with your relevant NRCS department before sending this document out]*

Supplier Declaration Form

| | | | | | | | |
|--|----|--------------|---------|---------------------|-------------|-----------------|--|
| Company Trading Name | | | | | | | |
| Company Registered Name | | | | | | | |
| Company Registration Number Or ID Number If A Sole Proprietor | | | | | | | |
| Form of entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor | |
| VAT number (if registered) | | | | | | | |
| Company Telephone Number | | | | | | | |
| Company Fax Number | | | | | | | |
| Company E-Mail Address | | | | | | | |
| Company Website Address | | | | | | | |
| Bank Name | | | | Bank Account Number | | | |
| Postal Address | | | | | | Code | |
| Physical Address | | | | | | Code | |
| Contact Person | | | | | | | |
| Designation | | | | | | | |
| Telephone | | | | | | | |
| Email | | | | | | | |
| Annual Turnover Range (Last Financial Year) | | < R5 Million | | R5-35 million | | > R35 million | |
| Does Your Company Provide | | Products | | Services | | Both | |
| Area Of Delivery | | National | | Provincial | | Local | |
| Is Your Company A Public Or Private Entity | | | | Public | | Private | |
| Does Your Company Have A Tax Directive Or IRP30 Certificate | | | | Yes | | No | |
| Main Product Or Service Supplied (E.G.: Stationery/Consulting) | | | | | | | |

| BEE Ownership Details | | | | | |
|--|--|-------------------------|-----|-------------------------------|--|
| % Black Ownership | | % Black women ownership | | % Disabled person/s ownership | |
| Does your company have a BEE certificate | | | Yes | No | |
| What is your broad based BEE status (Level 1 to 9 / Unknown) | | | | | |
| How many personnel does the firm employ | | Permanent | | Part time | |

| | |
|-------------------------|--|
| NRCS Contact Person | |
| Contact number | |
| NRCS operating division | |

| Duly Authorised To Sign For And On Behalf Of Firm / Organisation | | | |
|--|--|-------------|--|
| Name | | Designation | |
| Signature | | Date | |

| Stamp And Signature Of Commissioner Of Oath | | | |
|---|--|---------------|--|
| Name | | Date | |
| Signature | | Telephone No. | |

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

| | | | |
|---|--|--|--|
| 2.1 | Indicate the business sector in which your company is involved/operating: | | |
| Agriculture | | Mining and Quarrying | |
| Manufacturing | | Construction | |
| Electricity, Gas and Water | | Finance and Business Services | |
| Retail, Motor Trade and Repair Services | | Wholesale Trade, Commercial Agents and Allied Services | |
| Catering, accommodation and Other Trade | | Transport, Storage and Communications | |
| Community, Social and Personal Services | | Other (Specify) | |
| Principal Business Activity * | | | |
| Types of Services Provided | | | |
| Since when has the firm been in business? | | | |

| | | | | | | | | | |
|------------|--|----------------|--------------|---------------|----------------|----------------|----------------|----------------|-------|
| 2.2 | What is your company's annual turnover (excluding VAT)? * | | | | | | | | |
| <R20k | >R20k <R0.3m | >R0.3m <R1m | >R1m <R5m | >R6m <R10m | >R11m <R15m | >R16m <R25m | >R26m <R30m | >R31m <R34m | >R35m |
| | | | | | | | | | |

| | | | |
|------------|---|--|--|
| 2.3 | Where are your operating/distribution centres situated * | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

| | | | |
|--------------------|--|----|--|
| 3.1 | Did the firm previously operate under another name? * | | |
| YES | | NO | |
| 3.2 | If Yes state its previous name:* | | |
| Registered Name | | | |
| Trading Name | | | |
| 3.3 | Who were its previous owners / partners / directors?* | | |
| SURNAME & INITIALS | ID NUMBERS | | |
| | | | |
| | | | |
| | | | |
| | | | |

| 3.4 | List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: * | | | | | | | |
|--------------------|--|--------------|-----|-------------|--------|-------------------|---------|----------|
| SURNAME & INITIALS | IDENTITY NUMBER | CITI-ZENSHIP | HDI | DIS - ABLED | GENDER | DATE OF OWNERSHIP | % OWNED | % VOTING |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| 3.5 | List details of current directors, officers, chairman, secretary etc. of the firm: * | | | | | |
|--------------------|---|-------|-------------|--------|-------------------------------|----------------|
| SURNAME & INITIALS | IDENTITY NUMBER | TITLE | DIS - ABLED | GENDER | % OF TIME DEVOTED TO THE FIRM | CONTACT NUMBER |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| 3.6 | List details of firms personnel who have an ownership interest in another firm: * | | | | | |
|--------------------|--|------------------------------|---------------------|---------|--------------------------------|--|
| SURNAME & INITIALS | IDENTITY NUMBER | NAME & ADDRESS OF OTHER FIRM | TITLE IN OTHER FIRM | % OWNED | TYPE OF BUSINESS OF OTHER FIRM | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

| | |
|------------|---|
| 4.1 | How many personnel does the firm employ? * |
|------------|---|

| | BLACK | WHITE | COLOURED | INDIAN | OTHER | TOTAL |
|-----------|-------|-------|----------|--------|-------|-------|
| Permanent | | | | | | |
| Part Time | | | | | | |

| | |
|--------------|--|
| 4.1.1 | In terms of above kindly provide numbers on women and disabled personnel? * |
|--------------|--|

| | BLACK | WHITE | COLOURED | INDIAN | OTHER | TOTAL |
|----------|-------|-------|----------|--------|-------|-------|
| Women | | | | | | |
| Disabled | | | | | | |

| 4.2 | Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company * | | |
|------------|--|-------------|---------------|
| SURNAME | INITIALS | DESIGNATION | TELEPHONE NO. |
| | | | |
| | | | |
| | | | |

| | |
|--------------|---|
| 4.2.1 | Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)? |
|--------------|---|

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

| | | | |
|--------------|--|-----------|--|
| 4.2.2 | Is your company a recipient of Enterprise Development Contributions?* | | |
| YES | | NO | |
| | | | |

| | | | |
|--------------|---|-----------|--|
| 4.2.3 | May the above mentioned information be shared and included in NRCS Supplier Database for future reference? * | | |
| YES | | NO | |

| | | | |
|--------------|---|-----------|--|
| 4.2.4 | If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? * | | |
| YES | | NO | |

| | | | | | | |
|------------------|---|--------------|-----------------|---------------|--------------|--------------|
| 4.2.5 | If yes (above) kindly provide the following information: | | | | | |
| | BLACK | WHITE | COLOURED | INDIAN | OTHER | TOTAL |
| Permanent | | | | | | |
| Part Time | | | | | | |

| | | | | | | |
|-----------------|--|--------------|-----------------|---------------|--------------|--------------|
| 4.2.6 | In terms of above kindly provide numbers on woman and disabled personnel: | | | | | |
| | BLACK | WHITE | COLOURED | INDIAN | OTHER | TOTAL |
| Women | | | | | | |
| Disabled | | | | | | |

| | | | |
|--------------|---|-----------|--|
| 4.2.7 | Are any of your members/shareholders/directors ex employees of NRCS? | | |
| YES | | NO | |

| | | | |
|--------------|--|-----------|--|
| 4.2.8 | Are any of your family members employees of NRCS? | | |
| YES | | NO | |

| | | | | | | |
|-------------------------------|---|---|----------------------------|----------------|------------------------------------|-----------|
| 4.2.9 | If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees | | | | | |
| SURNAME & INITIALS | IDENTITY NUMBER | NAME & ADDRESS OF OTHER FIRM | TITLE IN OTHER FIRM | % OWNED | TYPE BUSINESS OF OTHER FIRM | OF |
| | | | | | | |
| | | | | | | |

DECLARATION

I, the undersigned hereby declare, in my capacity as _____

and duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African NRCS from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being incorrect.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF ENTERPRISE/ORGANISATION:

| | | | |
|-----------------|-------------------|--------------|------------------|
| Name: | Signature: | Date: | Telephone |
| | | | |
| Address: | | | |
| | | | |

ANNEXURE A**TERMS OF REFERENCE**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INSURANCE FOR THE NRCS BUSINESS AND ASSETS FOR A
PERIOD OF 60 (SIXTY) MONTHS (BID NUMBER: NRCS 014-2022/2023)**

CLOSING DATE: 18 January 2023 @ 11:00

Enquiry: Edward Matemba
Telephone: 012 482 8797

ANNEXURE A

1. BACKGROUND

The National Regulator for Compulsory Specification (NRCS) was established on the 1st of September 2008, under the auspices of the National Regulator for Compulsory Specifications Act, 2008 (Act 5 of 2008) hereinafter called the NRCS Act.

The NRCS is primarily responsible for the administration of three Acts that reside under its jurisdiction, namely the NRCS Act 5 of 2008, the Legal Metrology Act No 9 of 2014 and the National Building Regulations and Building Standards Act 103 of 1977. The NRCS also administers regulations that fall under the jurisdiction of other governments departments, as per agreements.

2. PURPOSE

The NRCS seeks to appoint a reputable service provider to provide insurance to the NRCS, for a period of 60 (sixty) months. The purpose of the insurance is to safeguard against assets losses and past and present decisions (professional and public liability) by the NRCS as per the scope of work below.

3. SCOPE OF WORK

The service provider will provide insurance to the NRCS with regard to the following items mentioned below:

3.1 Assets

The assets of the NRCS include the Port Elizabeth office buildings, office equipment, laboratory equipment, samples and confiscated goods.

- Buildings (Port Elizabeth) the value R 30 million; Note: To be added to the Insurance Portfolio once the construction and renovations are complete in 2024
- Confiscated products and samples the value R 50 million;
- Sampled motor vehicles, busses, trucks, trailers the value R 20 million;
- NRCS offices furniture, equipment and laboratories equipment the value R 50 million;
- 400 X NRCS Laptops to be insured at the replacement value of R 20 000.00 (each);
- 40 X NRCS Computer Screens to be insured at the replacement value of R 4 000.00 (each);
- NRCS IT Servers to be insured at the replacement value of R14 million;
- SASRIA is required for the assets to be insured.

3.2 Public Liability

The NRCS is to be insured for R 300 000 000.00 in aggregate with a deductible of R 1 million for each claim. Refer to the attached form as annexure B.

3.3 Professional Indemnity

The NRCS is to be insured for R 400 000 000.00 in aggregate with a deductible of R 1 million for each claim. Refer to the attached form annexure C.

3.4 Directors and Officers liability

The NRCS will ensure the directors and officers to the value of R 100 million with a deductible of R 200 000.00 for each claim. Refer to the attached form annexure D.

3.5 Fidelity Guarantee

This policy will cover the NRCS against employee dishonesty and Third Party Computer and Funds Transfer Fraud. The cover will be for R30 million and a deductible of R 200 000.00 per claim. Refer to the attached form as annexure E.

3.6 Motor Vehicles

Full Comprehensive Insurance Cover inclusive of third party insurance

This policy will cover for the NRCS owned vehicles, which are (Please refer to the attached spreadsheet):

- Two Toyota Bakkies (2.5 Diesel, Manual Transmission, single cab);
- Five Nissan NV350 Panel Vans (Nissan NV350, 2.5 Diesel, Manual transmission, panel vans) value R1 512 000.00;
- NRCS 1 Nissan NP200, 2014 Manual Transmission, UA7_NP200 1.6 8V;
- NRCS 2 Nissan NP200, 2014 Manual Transmission, UA7_NP200 1.6 8V;
- NRCS 3 Nissan NP200, 2014 Manual Transmission, UA7_NP200 1.6 8V;
- 1 x Western Star 4900, 6x4 rigid truck and trailer value R 3 620 006.00;
- 1 x 1982 hino truck tractor value R 50 000.00 and 20 tonne trailer
- SASRIA is required for the full comprehensive insurance cover inclusive of third party insurance.

The vehicles should be replaced at replacement costs in the first year- Attached hereto is the spreadsheet with the details of the motor vehicles as annexure F.

4. DURATION

NRCS intends to award a contract for the NRCS insurance for a business and assets for a period of 60 (Sixty) months subject to the service level agreement being signed and concluded by both parties.

5. SPECIAL CONDITIONS

The following special conditions are to be adhered to by the bidders:

- 5.1 The NRCS reserves the right to make a selection solely on the information received in the bids or to negotiate further with one or more bidder/s.
- 5.2 The NRCS reserves the right to award the bid in part or whole.
- 5.3 The NRCS reserves the right:
 - To cancel this award at any time;
 - Not to accept any bids;
 - To accept one or more bids for further negotiation;

- To contact any bidder during evaluation period, to clarify information only, without informing any other bidder.

5.4 The bidder accepts that the NRCS will have the right to contract with any other service provider for provision of services not covered by this specification.

5.5 The General Conditions of Contract (GCC) must be signed or initial on each and every page by the bidder as included in the bid document.

5.6 The NRCS will not award the bid to any prospective bidder who has not registered on the Central Database Supplier as regulated.

5.7 The NRCS reserves the right not to accept any bids, which does not comply with the specifications, and conditions set out in the bid documents.

5.8 The preferred bidder is hereby notified that the assets base might change during the duration of the contract; the changes will be communicated by the NRCS.

5.9 In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. BBBEE, company registration documents.

5.10 The NRCS reserves the right to contact the contactable references provided in this bid.

5.11 The prospective bidder must be registered on Central Supplier Database (CSD) prior to submitting bids as per the information below which will not lead to a disqualification except for the tax matters:

- i. Business registration, including details of directorship and membership;
- ii. Tax compliance status

5.12 In terms where the preferred bidder tax matters are not in order 7 (seven) days will be given to the bidder to rectify their tax matters failure to do the bidder will be disqualified from the bid process as indicated in the National Treasury Prescript No 9 of 2017/2018.

6. MANDATORY REQUIRED INFORMATION

6.1 Submit Proof of registration of Financial Advisory & Intermediary Act

6.2 Completed and signed SBD forms 1, 3.1, 4 and 6.1

6.3 Compliance to the scope of work

6.4 Late Submissions will not be accepted

7. EVALUATION CRITERIA

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Minimum Required Score for functionality is **65 points out of 100 points and any bidder scoring less than 65 points will not be considered for further evaluation.**

| | | |
|--|---------------|-------------------|
| Provide 5 (five) company names and contactable details where services have been rendered in the past three (3) years | 10 Points | Maximum |
| Methodology and Project Approach | Points | Maximum 90 |
| Show if the scope of work provided in line with the terms of reference will be covered in full including the terms and conditions of all insurance categories in this bid document | | 50 Points |
| Provide a copy of the annual audited financial statements or annual report: <ul style="list-style-type: none"> • If a broker the above mentioned documents of the company should be provided • If an underwriter the above mentioned documents of the company should be provided | | 20 Points |
| Provide a copy of the implementation strategy including turn-around times | | 20 Points |
| Minimum | | 65 Points |
| Total | | 100 Points |

Service Providers that then qualify in terms of the functionality cut-off points of **65 points** will then be evaluated in terms of price and preference point system. A detailed response to each element in the evaluation matrix must be prepared.

7.2. Functionality Rating scales

- 7.2.1. Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 65 points will then be evaluated in terms of price and preference points. The bids will be evaluated on a scale of 0-5. Each panel member will rate individual criterion on the score sheet using the following scale:

| Value | Description |
|---------------|--|
| 5 – Excellent | Meets and exceed the functionality requirements |
| 4 – Very Good | Above average compliance to the requirements |
| 3 – Good | Satisfactory and should be adequate for stated element |
| 2 – Average | Compliance to the requirements |
| 1 – Poor | Unacceptable, does not meet set criteria |
| 0- | Non- Submission |

- 7.2.2. A bidder/s that score less than 65 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Bidder/s that meets the minimum required percentage or minimum points, will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury 2017.

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned-above.

8. PFMA

Bid will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2017, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation. The 80/20-point system will be as follows:

| | |
|------------------------------------|---------------------------------|
| Price Assessment | 80 Points |
| TOTAL | 80 |
| Preferential Elements | 20 Points |
| B-BBEE Status Level of Contributor | Number of Points (80/20 system) |
| 1 | 20 |
| 2 | 18 |

| | |
|---------------------------|----|
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

9. PRICING SCHEDULE

| ITEM NO | DESCRIPTION | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|------------------------|--|--------|--------|--------|--------|--------|-------|
| 1 | Appointment of a service provider to provide insurance for the NRCS business and assets for a period of 60 (sixty) months (Bid number: NRCS 014-2022/2023) | | | | | | |
| | Assets | | | | | | |
| | Public Liability | | | | | | |
| | Professional Indemnity | | | | | | |
| | Directors and Officers Liability | | | | | | |
| | Fidelity Guarantee | | | | | | |
| | Motor Vehicles | | | | | | |
| 2 | Other (please specify) | | | | | | |
| Total Exclusive of VAT | | | | | | | |
| VAT @ 15% | | | | | | | |
| Total Inclusive of VAT | | | | | | | |

Disclaimer:

- The bidder must ensure that all pricing and amounts submitted are correct, it is not the responsibility of the NRCS to ensure the correctness of the amount submitted.
- Bidders who fail to submit their pricing proposals will be disqualified.

10. SUBMISSION OF (USB FLASH DRIVE)

The above must contain *an electronic version and a true copy of the Technical proposals*. The Flash drive to be labelled with Bidders' name.

11. PACKING OF BID DOCUMENTS

Description: **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INSURANCE FOR THE NRCS BUSINESS AND ASSETS FOR A PERIOD OF 60 (SIXTY) MONTHS (BID NUMBER: NRCS 014-2022/2023)**

Bid No. **NRCS 014-2022/2023**

Bid closing date and time: **18 January at 11H00 (Submission of late bids will not be accepted)**

Name and address of the bidder: _____

NB: The bid proposal envelope shall contain one original hard copy document, clearly marked “original”, and three (3) hard copies, clearly marked “Copy” (i.e. three documents to be included in each envelope), as well a soft copy on the memory stick be submitted. Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

The bids are to be delivered at the following address: **SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria NRCS tender box.**

Sealed documents individually marked the above reference and description, must be placed in the Tender box marked NRCS situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted. Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

12. BRIEFING SESSION

There will be no briefing session for this bid, bidders are still encouraged to enquire or seek clarity to any aspect of the bid no later than 72 hours before closing date using [Edward.Matemba@nrccs.org.za/](mailto:Edward.Matemba@nrccs.org.za) Lebo.Monaren@nrccs.org.za .

13. BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule.

| Schedule | Description | Submitted (Yes/No) |
|------------|--|--------------------|
| Schedule 1 | All documents for minimum requirements | |
| Schedule 2 | The Functionality criteria documentation | |
| Schedule 3 | Certified ID copies of the directors / trustees / shareholders and their shareholding percentages | |
| Schedule 4 | Original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating your B-BBEE rating. | |

14 Annexure

The following annexures are attached in support of this submission:

| Annexure | Details |
|----------|--|
| A | NRCS 3 Year Claims History |
| B | NRCS Comprehensive Liability Proposal Form |
| C | NRCS Professional Indemnity Proposal Form |
| D | NRCS Directors and Officers Liability Form |
| E | Commercial Crime Proposal Form |
| F | Vehicle List |

ANNEXURE A

| Insured Name | NRCS 3 Years Motor claims as at 15/12/2022 | | | | | | | | |
|--------------------------------------|---|--------------|-------------------|-----------------|-------------|---|----------------|--------------|------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| Period Of Insurance | Claim No | Date of Loss | Motor Description | Registration No | Driver Name | Claim Description | Claim Activity | Claim Status | Gross Claim |
| 17/02/2021 - 16/02/2022 | NATIO00000614/00003/21 | 05/07/2021 | Toyota Hilux | NRCS5GP | Sonandi T | Third party collided into the side of insured vehicle | Finalised | Finalised | 39,506.66 |
| 17/02/2021 - 16/02/2022 Total | | | | | | | | | 39,506.66 |

Assets and Commercial crime

| | | | | | | | |
|-------------------------------|---|--------------|--------------------|--|---|--------------|-------------|
| Insured Name | National Regulator for Compulsory Specifications (NRCS) | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Period Of Insurance | Claim No | Date of Loss | Class of Insurance | Claim Description | Claim Activity | Claim Status | Gross Claim |
| 2019/10/01 - 2020/09/30 | NATIO00000614.00001.20 | 08/09/2020 | Fire | Fire Damage to Building - Port Elizabeth | Claim rejected ; Insured failed to safeguard the property - left unoccupied | Finalized | 0.00 |
| 2019/10/01 - 2020/09/30 Total | | | | | | | 0.00 |
| 2020/02/17 - 2021/02/16 | NATIO00000614.00002.21 | 01/12/2021 | Commercial Crime | Alleged Fraud Committed by Employee | loss was caused by the actions of a negligent employee | Finalized | 0.00 |
| 2020/02/17 - 2021/02/16 Total | | | | | | | 0.00 |

Laptops

| Period Of Insurance | Claim No | Date of Loss | Class of Insurance | Claim Description | Claim Activity | Claim Status | Gross Claim | Excess | Nett Claim | Incurred To Date | Balance Outstanding |
|-------------------------|----------|---|----------------------|-------------------|----------------|--------------|--|--------|------------|------------------|---------------------|
| 2016/01/01 - 2019/06/30 | None | Over the period 2016/01/01 - 2022/12/15 | Electronic Equipment | Loss/Theft | None | Not yet | 12 Laptops over the period laptops lost individually, from different employees - | | None | | |

COMPREHENSIVE LIABILITY PROPOSAL FORM

Prepared for

CLIENT NAME



Prepared by

Period of Insurance:
Both days included

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IMPORTANT NOTICE

1. Please answer **ALL** questions
2. Incorrect or non-disclosure of any material information may impact on any claims arising under your policy
3. The completion of this Proposal Form does not bind you or any Insurer to enter into a Contract of Insurance
4. **COMPLETE ONLY THE SECTIONS WHERE COVER IS REQUIRED**

1










COMPANY INFORMATION

| | |
|--|---|
| 1. Name of Company | National Regulator for Compulsory Specifications |
| 2. Postal Address | Private Bag X25 Brooklyn Pretoria 0075 |
| 3. Company Registration Number | N/A (NRCS Act, Act 5 of 2008) |
| 4. VAT Registration Number | N/A |
| 5. Registered Address | SABS Campus, 1 Dr Lategan Groenkloof Pretoria, 0181 |
| 6. Date Company Established | 01/09/2008 |
| 7. Name of Contact Person | Edward Matemba |
| Telephone Number | 012 482 8797 |
| E-mail Address | 072 894 2676 |
| 8. Website Address | Edward.matemba@nracs.org.za |
| 9. Detailed Business Description | Regulatory Entity under the Department of Trade, Industry and Competition, responsible for regulating products for health, safety and environmental protection through enforcing compulsory specifications or technical regulations as gazetted |
| 10. Total Asset Value | R368 million |
| 11. Annual Turnover | R541 million |
| 12. Total Number of Staff | 317 |
| 13. Total Wage Roll including Management | R360 million |
| 14. List any Subsidiary Companies to be included in this Cover | NONE |

2 PUBLIC LIABILITY SECTION

| | | | |
|----|--|--|--|
| 1. | Do you currently have a Policy providing this Cover which is in force? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | If Yes, please provide Retroactive Date | | |
| 2. | Does the Business operate in North America or Canada? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 3. | Do you have Premises in North America or Canada? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 4. | Do you provide any educational, after-care, sporting or recreational facilities / activities for minors? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 5. | Do you provide any healthcare or medical treatment of any kind? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 6. | Limit of Indemnity required | Combined indemnity required under this policy R300 million | |

3 PRODUCTS LIABILITY AND DEFECTIVE WORKMANSHIP

| | | |
|---|---|-----------------------------|
| 1. | Is the Business involved in: | |
|  | The manufacture or supply, distribution or sale of explosives, detonators, fireworks, firearms or weapons | <input type="checkbox"/> NO |
|  | The production, sale or distribution of agri-chemicals, seeds or animal feed | <input type="checkbox"/> NO |
|  | The manufacture or distribution of Pharmaceuticals | <input type="checkbox"/> NO |
|  | The production, manufacture, sale / distribution of concrete or cement products | <input type="checkbox"/> NO |
|  | The production of tobacco products | <input type="checkbox"/> NO |
|  | Have you been held liable for Property Damage or Injury to Third Parties arising out of a product supplied or work performed by an Employee | <input type="checkbox"/> NO |
|  | Do you export any of your products to the United States or Canada | <input type="checkbox"/> NO |
|  | Percentage of Turnover exported to North America and / or Canada | 0,00% |
|  | Limit of Indemnity required | R0.00 |

4

PRODUCT RECALL**Product Recall not applicable to the NRCS, NRCS does not manufacture products**

| | | | |
|--|------------------------------|-----------------------------|----------|
| ▼ If you have a Policy currently in force that covers this Risk, what is the Retroactive Date? | | | 00/00/00 |
| ▼ Do you have a documented and tested product recall plan in place? | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| ▼ Do you record and track all batches of products supplied? | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| ▼ Have you recalled any products within the past 12 months? | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| ▼ Limits of Indemnity required | | | R0.00 |

5

PRODUCT GUARANTEE – NRCS as regulator does not produce product or assume product responsibility





| | | | |
|--|------------------------------|-----------------------------|----------|
| ▼ If you have a Policy currently in force that covers this Risk, what is the Retroactive Date? | | | 00/00/00 |
| ▼ Have you recalled any products within the past 12 months? | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| ▼ Limit of Indemnity required | | | R0.00 |

6



INEFFICACY N/A to the NRCS

| | | | |
|--|------------------------------|-----------------------------|----------|
| ▼ If you have a Policy currently in force that covers this Risk, what is the Retroactive Date? | | | 00/00/00 |
| ▼ Is your Business involved in the production, sale or distribution of agri-chemicals, seeds or animal feed? | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| ▼ Limit of Indemnity required | | | R0.00 |





7 PURE FINANCIAL LOSS

| | |
|---|--|
|  If you have a Policy currently in force that covers this Risk, what is the Retroactive Date? | |
|  Do you render any professional services e.g. accounting, legal, financial, design, engineering, technology? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> Regulatory services |
|  In the past three years, has the business been accused of causing a financial loss to a Third Party? | <input type="checkbox"/> YES <input type="checkbox"/> |
|  Limit of Indemnity required | R |



8 EMPLOYERS LIABILITY

| | |
|--|-------|
|  If you have a Policy currently in force that covers this Risk, what is the Retroactive Date? | None |
|  Limit of Indemnity required | R0.00 |

9 ADDITIONAL COVER

| | |
|--|-------|
| Do you require Cover for any of the following Covers? If yes, please state Limit of Indemnity required | |
|  Wrongful Advice and Defamation | R0.00 |
|  Gratuitous Negligent Advice | R0.00 |
|  Statutory Legal Defence Costs | R0.00 |
|  Emergency Medical Expenses | R0.00 |

10 CLAIMS HISTORY

| | |
|---|--|
|  Have you incurred any Liability for damage or injury in the past 12 months that has, or could have given rise to a claim under any section of the Cover now applying for, whether Insured or not? | <input checked="" type="checkbox"/> NO |
|  If the answer to the above please supply details | |
| | |
| | |
| | |
| | |

We declare that the statements and particulars in this Proposal Form are true to the best of our knowledge and belief and that we have not misstated, suppressed or omitted any material facts.

We agree that this Proposal Form together with any other information supplied by us shall form the basis of any contract of Insurance effected thereon and shall be incorporated therein.

We undertake to inform Insurers of any material alteration of these facts whether occurring before or after completion of the contract of Insurance.

We acknowledge that if this proposal is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued by the Insurer or as otherwise specifically varied in writing

FULL NAME

CAPACITY

SIGNATURE

DATE

MISCELLANEOUS PROFESSIONAL INDEMNITY PROPOSAL FORM



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IMPORTANT NOTICE

Please answer all questions fully and completely. State N/A if any question, or part thereof, is not applicable.

If insufficient space is provided, please continue on your Company Letterhead and date and sign all additional pages.

Completing and signing this Proposal Form does not bind you or any Insurer to enter into a Contract of Insurance

1 PROPOSER DETAILS

| | |
|---|---|
| 1. Name of Proposer | National Regulator for Compulsory Specifications |
| 2. Postal Address | Private Bag X25 Brooklyn Pretoria 0075 |
| 3. Physical Address | SABS Campus, 1 Dr Lategan Groenkloof Pretoria, 0181 |
| 4. Company Registration Number | N/A (NRCS Act, Act 5 of 2008) |
| 5. VAT Registration Number | N/A |
| 6. Date Company Commenced | 01/09/2008 |
| 7. Name of Contact Person | Edward Matemba |
| ☒ Telephone Number | 012 482 8797 |
| ☒ Mobile Number | 072 894 2676 |
| ☒ E-mail Address | Edward.matemba@nrcs.org.za |
| 8. Website Address | www.nrcs.org.za |
| 9. Is the Company Controlled, Owned or Associated with any other Firm, Corporation or Company If yes, please provide details | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NRCS is a stand alone Entity |

2 BUSINESS DETAILS / ACTIVITIES

| | | |
|----|--|---|
| 1. | Please describe in detail the Professional activities for which Coverage is required | Regulatory Entity under the Department of Trade, Industry and Competition, responsible for regulating products for health, safety and environmental protection through enforcing compulsory specifications or technical regulations as gazetted |
| 2. | Total Gross Income / Fees for the current and the past 3 Financial Years | R541 000 000.00 |
| | ▼ Year 1 | R482 826 932.00 |
| | ▼ Year 2 | R492 528 248.00 |
| | ▼ Year 3 | R479 571 576.00 |
| 3. | Date of Financial Year End | 31/03/2022 |
| 4. | Number of Principals, Partners, Officers and Professionals | 239 |
| 5. | Number of other Non-Professional Employees | 96 |

| NAME OF PARTNER / PRINCIPALS / KEY EMPLOYEES | PROFESSIONAL QUALIFICATIONS | DATE QUALIFIED | PERIOD AS PARTNER / PRINCIPAL IN THE PRACTICE |
|--|-----------------------------|----------------|---|
| Mr Edward Mamadise | CEO | | |
| Mr Suleman Badat | Audit Committee Chairperson | | |
| Ms Sizo Mzizi | Audit Committee Member | | |
| Adv Johannes Weapond | Audit Committee Member | | |
| Ms R Ramatla Representative of the dti | Audit Committee Member | | |

| | | | |
|----|--|-----|--|
| 6. | Is Cover required for Predecessor Practices to the Proposer/s? | YES | <input checked="" type="checkbox"/> NO |
|----|--|-----|--|

If Yes, please provide full details

| NAME OF PREDECESSOR | DATE COMMENCED | DATE CEASED | REASON FOR CESSATION |
|---------------------|----------------|-------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |

8. Please provide a split of the Revenue / Fees as a Percentage of the Business Activities

| ACTIVITY | PERCENTAGE OF REVENUE / FEES |
|---|--|
| 9. Does the Proposer use a written contract with Clients If yes, please attach a copy | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 10. Does the Proposer have any Risk Management Procedures in place? If yes, please attach a copy | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 11. Does the Proposer belong to any Professional Association/s? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| If yes, please provide details | NRCS is accredited by SANAS for some of the service that it rendered |
| | |
| | |

3 SUB-CONTRACTORS

| | |
|---|---|
| 1. What Percentage of the business is sub-contracted to others? | 0,00% |
| 2. Do you use a written Contract with Sub-contractors? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 3. Do you limit your Liability under such Contracts? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

4 INSURANCE DETAILS

| | |
|--|---|
| 1. Does the Proposer currently have PI Cover in place? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| ▼ Name of Insurer | |
| ▼ Limit of Indemnity | R400 000 00.00 |
| ▼ Deductible Excess | |
| ▼ Expiry Date | 17 February 2023 |
| ▼ Retroactive Date | 00/00/00 |
| ▼ Premium | R0.00 |
| 2. Has any Insurer ever declined to renew or cancelled your Policy | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

| | | |
|---|------------------------------|--|
| 3. Does any person to be insured have knowledge or information of any act, error or omission which might reasonably be expected to give rise to a claim against him or the Proposer If yes, please provide details | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 4. Have any PI Claims been made against any Proposed Insured/s during the past five years? If yes, please provide details | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |

5 LIMIT OF INDEMNITY

1. Please select the Limit of Indemnity required:

| | OPTION 1 | OPTION 2 | OPTION 3 |
|------------|-----------------|----------|----------|
| Limit | R400 000 000 | | |
| Deductible | | | |

6 DECLARATION

We declare that the statements and particulars in this Proposal Form are true to the best of our knowledge and belief and that we have not misstated, suppressed or omitted any material facts.

We agree that this Proposal Form together with any other information supplied by us shall form the basis of any contract of Insurance effected thereon and shall be incorporated therein.

We undertake to inform Insurers of any material alteration of these facts whether occurring before or after completion of the contract of Insurance.

We acknowledge that if this proposal is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued by the Insurer or as otherwise specifically varied in writing

| | |
|------------------|--|
| FULL NAME | |
| CAPACITY | |
| SIGNATURE | |
| DATE | |

ANNEXURE D

DIRECTORS AND OFFICERS LIABILITY PROPOSAL FORM

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1 IMPORTANT NOTES

1. Answer **ALL** questions fully (continue on your letterhead if insufficient space).
2. The latest audited Financial Statements and/or Annual Report **MUST** be attached.
3. It is the intention of Insurers/Underwriters that any Contract of Insurance with the Proposer shall be based upon the information provided in this Proposal Form as well as any attachments included. If a quotation is offered it will be the intention of the Insurers/Underwriters to offer cover **ONLY** in respect of the entities named under Particulars of Proposer.

2 PARTICULARS OF PROPOSER

| | |
|---|---|
| | National Regulator for Compulsory Specifications |
| 1. Name of Proposer | |
| 2. Physical Address | SABS Campus, 1 Dr Lategan Groenkloof Pretoria, 0181 |
| 3. Postal Address | Private Bag X25 Brooklyn Pretoria 0075 |
| 4. Contact Person | Edward Matemba |
| 5. Telephone Number | 012 482 8797 |
| 6. Facsimile Number | |
| 7. Cellular Number | 072 894 2676 |
| 8. E-mail Address | Edward.matemba@nrsc.org.za |
| 9. Website | www.nrsc.org.za |
| 10. Type of Organisation/Business Description | Regulatory Body, Government owned under the Department of Trade, Industry and Competition |
| 11. VAT Number | N/A (NRCS Act, Act 5 of 2008) |
| 12. Company Registration Number | NRCS Act, Act 5 of 2008 |
| 13. Date Established | 01/09/2008 |
| 14. Principal Activities | Regulatory Entity under the Department of Trade, Industry and Competition, responsible for regulating products for health, safety and environmental protection through enforcing compulsory specifications or technical regulations as gazetted |

| | |
|---|---|
| 15. Date of Incorporation and subsequent Re-registration/Name Changes | NRCS was formerly the Regulatory Division of the SABS and was established as a stand alone entity on 1 September 2008 by transferring assets and employees of then SABS Regulatory Division |
| 16. Number of Employees (including Directors and Subsidiaries) | 335 |
| 17. Period of Insurance | February 2022 to 28 February 2023 |
| 18. Retroactive Date | 00/00/0000 |

3 ENTITIES REQUIRING COVER

| NAME AND REGISTRATION NUMBER | % OWNERSHIP | DATE CREATED/ACQUIRED |
|------------------------------|-------------|-----------------------|
| NRCS | 100% | 01/09/2008 |
| | | |
| | | |
| | | |

4 JOINT VENTURES / ASSOCIATED COMPANIES

| NAME | INTEREST |
|------|----------|
| None | |
| | |
| | |

| | |
|--|---|
| Committees requiring Cover under this Policy | NRCS Audit and Risk Committee, NRCS ICT Steering Committee and NRCS Human Resources Committee |
| List any outside Directorship positions requiring Cover – State Entity and number of Directors on each Board requiring Cover (Cover only applies to such positions taken at the behest of the Company) | NRCS has not seconded any employee to another Board |
| | |
| | |






5 DETAILS OF OWNERSHIP

| | |
|--|---|
| Legal Status of the Company | Government Owned Entity Under established under the NRCS Act, Act 5 of 2008 as amended |
| Exchanges on which Shares are Traded | N/A |
| Does the Company trade any Depository Receipts or similar Instruments (own Equity) | No |
| % of Shares owned by Directors | N/A |
| Details of any Shareholder owning more than 15% of the Shares | 100% Government Owned no traded shareholding |
| If the company has announced within the last 24 months any intention, or are there imminent plans, to restructure or to acquire or to consolidate or merge with another entity please give details | NO |
| If exempt from submitting Audited Financial Statements in terms of Section 30(7) of the Companies Act 2008 please provide full details of exemption and alternative arrangements in place | |
| If the Company operates outside South Africa please provide details of the Territories and Percentage of Business Operations applicable | N/A |
| If the Company or Directors have sold or distributed any Stocks or Assets outside the normal course of Business during the last 24 months please provide details | None |

6 LIMIT OF INDEMNITY REQUIRED

OPTIONS

| |
|---|
| R |
| R |
| R |

| | | |
|--|---|--|
| Current Insurer | | |
| Current Limit | | |
| Retroactive Date (attach Expiring Policy Schedule) | | |
| Has any Insurance of this nature ever been cancelled by any Insurer if YES please provide details | NO <input type="checkbox"/> | <input type="checkbox"/> |
| Have any Claims ever been notified under the Directors Insurance If YES please provide details | No <input type="checkbox"/> | <input type="checkbox"/> |
| Are there any pending or prior Claims or circumstances against anyone who will be covered under this Insurance in their Capacity as Director of this or any other Company If YES please provide details | <input type="checkbox"/> | <input type="checkbox"/> No |
| Has the Insured or any Company you are involved in ever been involved in any of the following | | |
|  Anti-competitive Behaviour | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  Any wilful Breach of Trust or wilful Misconduct proceedings | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  Been ineligible or disqualified from holding a fiduciary position | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  Exceeded their Authority | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  Employment related Dispute | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If YES please provide details | There is a pending case at the Labour Court for an employee challenging her dismissal | |
| | | |
| | | |

8 EXTENSIONS REQUIRED – Not Required

| | | | |
|---|--|---|--|
| Additional Excess Limit | | Insured vs Insured | |
| Bilateral Discovery Period | | Failure to Purchase and Maintain Insurance | |
| Civil Fines and Penalties | | Tax Extension | |
| Company Securities | | North American Extension: | |
| Environmental Impairment Defence Costs | | Environmental Impairment Defence Costs | |
| Environmental Impairment Shareholder Derivative Claim | | Environmental Impairment Shareholder Derivative Claim | |
| Environmental Impairment | | Outside Directorships | |
| Major Shareholder Exclusion Deleted | | Occupational Health and Safety Extension | |
| Reinstatement of Limit Extension | | | |
| Additional Information/Requirements/Limits | | | |
| | | | |
| | | | |
| | | | |

9 NORTH AMERICA – N/A NRCS only operates in South Africa

| | | |
|---|--|---|
| List entities incorporated in North American and percentage owned | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Listings on any North American Exchanges. Please provide copy of the latest 20-F Filing or similar Filing made to US Regulatory Authorities | | |
| Details of American Depositary Receipts (Level, Value, Ratio) | | |
| | | |
| | | |
| Gross Total Assets and Turnover in North America | | |
| | | |
| Details of any Local Policies | | |
| | | |

10 DECLARATION

I/We declare that the above statements are true and complete.

At the present time, other than as stated above, I/We have no reason to anticipate any Claim being brought against me/us that would constitute a Claim under the Insurance now being renewed or applied for.

I/We declare that in the event of this being a renewal of a Policy with your current Insurer that there have been no material alterations to the risk as submitted to Underwriters originally, and if a new application that all Material Facts have been disclosed.

I/We agree that this Declaration shall form, together with the Proposal Form and any additional information provided, the basis of the Contract between me/us and the Insurers, and that I/We are properly authorised to sign this Declaration.

FULL NAME

CAPACITY

SIGNATURE

DATE

POLICY NUMBER (IF APPLICABLE)

COMMERCIAL CRIME PROPOSAL FORM

Prepared for

CLIENT NAME



Prepared by

Period of Insurance:
Both days included

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1. A duly authorised official of the Company must complete and sign this proposal form. Completing and signing this proposal form does not bind any insurer/underwriter to enter into a contract of insurance.
2. All material facts, matters, or circumstances must be disclosed to insurer/underwriters. A material fact is one which may influence the insurer/underwriter in the consideration and judgement of the risk being proposed, its acceptance and the particular terms upon which it may be underwritten by the insurers/underwriter. If space is insufficient to answer any question fully, please attach a **signed** continuation sheet.
3. This duty of disclosure will continue throughout the currency of any contract of insurance entered into and any material alterations are to be disclosed to underwriters immediately.
4. It is the intention of insurer/underwriters that any Contract of Insurance with the Proposer shall be based upon the information provided in this Proposal Form as well as any attachments included.

2 COMPANY INFORMATION

| | |
|--|---|
| 1. Company Name | National Regulator for Compulsory Specifications |
| 2. Legal Status (Public Company, Private Company etc.) | Government Owned, Schedule 3A Entity |
| 3. VAT Number | N/A |
| 4. Company Registration Number | N/A (NRCS Act, Act 5 of 2008) |
| 5. Principal Address | SABS Campus, 1 Dr Lategan Groenkloof Pretoria, 0181 |
| 6. Postal Address | Private Bag X25 Brooklyn Pretoria, 0075 |
| 7. Name of Contact Person regarding this Risk | Edward Matemba |
| ▼ Position | 012 482 8797 |
| ▼ Contact Number | 072 894 2676 |
| ▼ E-mail Address | Edward.matemba@nrscs.org.za |

3 BUSINESS ACTIVITIES

| | |
|--|--|
| 1. Are you presently or have you in the past insured against Medical Malpractice? | <input type="checkbox"/> NO <input type="checkbox"/> |
| 2. Transport or Store Valuables for Others? | YES - NRCS confiscates products which are suspected to be non-compliant, these are stored by the NRCS until such a time a decision is made on action to be taken |
| 3. Trade in Securities, Commodities, Currencies etc.? | <input type="checkbox"/> NO <input type="checkbox"/> |
| 4. Make Loans or Extend Credit? | <input type="checkbox"/> NO <input type="checkbox"/> |
| 5. Issue Warehouse receipts | <input type="checkbox"/> NO <input type="checkbox"/> |
| 6. Transport or Store Valuables for Others | <input type="checkbox"/> YES <input type="checkbox"/> |
| 7. Annual Turnover / Gross Revenue | <input type="checkbox"/> YES <input type="checkbox"/> |
| ▼ Past Year | R482 826 000.00 |
| ▼ Estimated Current Year | R573 000 000.00 |
| 8. Entities to be included | 1 |
| ▼ Branches | <input type="checkbox"/> YES Offices in Pretoria, Cape Town, Durban, Port Elizabeth, Bloemfontein and Hermanus |
| ▼ Subsidiaries (if Yes, please supply details) | |
| 9. Corporate Governance | No Subsidiaries |
| ▼ Have you implemented the Code of Corporate Practice and Conduct recommended by the King Report on Corporate Governance | <input type="checkbox"/> NO <input checked="" type="checkbox"/> X |
| | Partly implemented |

4 EMPLOYEE DETAILS

1. Provide details of your screening process for new Employees and indicate if Criminal and Credit Checks are performed
- Yes we conduct checks : Employees are screened through MIE on qualification, credit checks , criminal and employment checks before final appointment.

2. Have any of your Employees been dismissed for Fraud or Dishonesty during the last 12 months
If Yes, please provide details

NO
X

3. Please provide the number of Employees in the following Categories

| CATEGORY | NUMBER | CATEGORY | NUMBER |
|-----------------------------------|--------|----------------------------|--------|
| Executive Management | 3 | Security Personnel | |
| Management | 53 | a) Your Own | |
| Accounts Financial | 2 | b) Others | |
| Stock and Warehousing | - | Blue Collar Workers | |
| Purchasing and Sales(procurement) | | Technical (Engineers etc.) | |
| Administration & Technical | 269 | Others (Drivers etc.) | |
| TOTAL NUMBER OF EMPLOYEES | | | |

4. In the past 12 months has the number of Employees changed materially

X NO

5. Will the number of Employees change materially over the next 12 months

NO

If the answer to 4 and 5 above is Yes, please advise the reason

6. Are all Employees required to take uninterrupted leave for at least two Weeks in each Calendar Year, during which they perform no duties and are required to stay away from the Premises?

X YES

Yes but the practise has not been constintly applied

7. Describe the procedure employed in the payment of Salaries and Wages

We are giuded by the salary administration policy and procedure and any budget prescripts.

8. How often and by whom is the Payroll checked against the Staff Register

Monlthy Management certification of Payroll is conducted and verified by the Managers /HOD

- 9.

The procedure is conducted through an SOP and monthly schedules that corresponds to the

Describe the control procedure for the transfer of Deductions for PAYE, Pension, Medical Aid and Other Funds

payment are sent to the thrid parties for confirmation.

5 PURCHASES AND STOCK CONTROL

NRCS does not keep stock for trading, stock refers to goods for use purchased by the NRCS which are then part of the assets register and are insured as assets

1. Describe your system for purchasing goods

2. Are different Employees, acting independently, responsible for ordering, certifying receipt of and authorising payment for goods and services?

☐ YES

☐ NO

3. Prior to Payment, do you reconcile the Order Invoice and Delivery Note?

☐ YES

☐ NO

4. What is the method for authorising Limits of Authority for purchasing?

5. What is the maximum value of Stock holding at any one Location?

R0.00

6. Describe your stock

7. Independently of Employees responsible for Stock, are Physical Stock and Inventory Checks carried out

☐ YES

☐ NO

If Yes, how often and by whom?

8. Describe your system of checks applied to:

 Stocks arriving on your Premises

 Movement of Stock within your Premises

 Stock Leaving your Premises

9. What amount is accepted / written off Annually for unexplained shortages shrinkage etc.

10. When was your last Stock done and were there any discrepancies?

☐ YES

☐ NO

If Yes, please provide details

11. What action is taken on discrepancies?

6 ACCOUNTING PRACTICE

| | | |
|-----|---|--|
| 1. | At which Financial Institution do you maintain Accounts? | ABSA |
| 2. | Is all Money received by inside Staff recorded and banked daily? | <input type="checkbox"/> YES <input type="checkbox"/> NO – NRCS does not accept cash payments all payments are made directly to the bank |
| 3. | Is there a requirement for all Employees to account for Money received at least Weekly? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Are Bank Statements, Bank Deposit Slips, Receipt Counterfoils and other supporting Documents checked at least Monthly against the Cash Book and other Records independently of the Employees making Cash Entries of paying into the Bank? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 5. | Are Petty Cash Payments always made against Authorised Vouchers? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 6. | Are Cash in Hand, Petty Cash and Unpaid Wages checked at least Monthly independently of the Employees preparing Wage Sheets to ensure payments match Payroll and Staff Members? | <input type="checkbox"/> YES <input type="checkbox"/> NO NRCS does not prepare wage sheets |
| 7. | Are all Salaries / Wages that are NOT paid by EFT checked independently of the Employees handling such Money? | <input type="checkbox"/> YES <input type="checkbox"/> NO – All salaries are paid via payroll EFT no cash payments |
| 8. | Are all payments other than Petty Cash and Salaries / Wages, made by EFT or Crossed Cheques? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 9. | Are all cheques prepared independently of the signatory and does a signatory to a cheque examine a full supporting Cheque? | <input type="checkbox"/> YES <input type="checkbox"/> NO NRCS does not issue cheques |
| 10. | Are two signatures required to all cheques and payments made? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| | 💡 If the answer to any of the above questions is No, please provide the reason | |
| 11. | Do you use pre-signed Cheques | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NRCS does not issue cheques |
| 12. | Describe the Security in place in respect of: | |
| | 💡 Printing and Delivery of Cheques | NRCS does not print cheques or issue cheques |
| | | |
| | | |

7 COMPUTER SYSTEM AND PRACTICE

| | | |
|----|--|---|
| 1. | In your Business do you use your own Computer for any of the following Activities? | |
| | 💡 Account and Issue Collection | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| | 💡 Cash Management and Investment Control | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| | 💡 Wages and Salaries | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| | 💡 Stock Control | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

| | | |
|--|--|--|
| <input checked="" type="checkbox"/> Production Control | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Electronic Funds Transfer (EFT) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Produce Cheques (pre-signed / unsigned) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 2. Are your Computer Operations? | | |
| <input checked="" type="checkbox"/> Mainframe Based | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> On a Personal Computer Network | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> On Stand-Alone Personal Computers | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. <input checked="" type="checkbox"/> Are passwords used to afford varying levels of access to the Computer System depending on the need and authorisation of the User? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> At what intervals are passwords changed? Every 42 Days | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Are passwords changed in the event of turnover of Staff? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Are programming and processing Operations separated physically and also the Personnel involved? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Are new programmes and amendments implemented only on authorisation of a Director or Manager? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Is all application software protected by either built in Security or a Security Package? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Are removable discs and tapes kept in securely locked cabinets when not in use? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Do you maintain a fully documented procedures manual covering all funds transfer operations (e.g. authorised personnel (own and customers if any), call back procedures and transfer limits)? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> Are Banks and Financial Institutions required to authenticate any instructions before payment? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 5. Total annual value of funds transferred electronically | R450 000 000.00 | |
| Maximum value per individual electronic transaction | R15 000 000.00 | |
| 6. Is dual authority always required on Electronic Fund Transfers? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 7. Please supply a brief description on Electronic Fund Payment Method | Bank transactions requires two people to Approve and release the funds | |
| | | |
| 8. Are all electronic Transactions reconciled within 48 hours? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| | Bank reconciliations are done monthly | |
| Please provide details | | |
| | | |

| | |
|--|---|
| 9. Can payment be made to any account which has not been pre-agreed? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| If Yes, what systems are in place to control the creation of new payees? | The banking details are recorded in the JDE Accounting/Financial System by an Authorised user |
| 10. Have Electronic Transaction Procedures been reviewed and approved by your external auditors? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

8 SECURITY SYSTEMS

| | |
|---|--|
| 1. Describe the perimeter protection of your premises | The NRCS premises have access control and security at the gates, except for Hermanus Office. Bloemfontein has security guard but no access control |
| 2. Describe Access Controls for: | |
| Your Staff | Access Controlled except small office Hermanus where there are three employees and Bloemfontein where there is security but no access control |
| Visitors | Access Controlled there are security guards at the entrance of the premises except for Hermanus. |
| 3. Do you have areas which are restricted to authorised Employees only? | YES |
| If Yes, list area and describe access control | No visitor is allowed beyond the reception area without an escort |

9 LOSS HISTORY

Please provide details of all losses sustained during the past 5 years

| DATE COMMITTED | DATE DISCOVERED | AMOUNT | LOCATION/DEPARTMENT | TYPE OF LOSS |
|---------------------------|------------------|---------------|------------------------------|---------------|
| July 2020 – December 2020 | 11 December 2020 | R4 498 363.65 | FINANCE – REVENUE MANAGEMENT | ALLEGED FRAUD |
| | | | | |
| | | | | |
| | | | | |

| | | | |
|----|---|--|-----|
| 1. | Per Loss above, please describe how the Crime was committed | Fraudulent documents were submitted to claim customer refunds | |
| 2. | Was any action taken against the perpetrator/s? | <input checked="" type="checkbox"/> | YES |
| | Please provide details | <input type="checkbox"/> | NO |
| 3. | What action has been taken to prevent similar losses in the future? | Forensic investigation conducted and employee dismissed for gross misconduct | |
| | | New Standard Operating Procedures on customer refunds approved which has enhanced internal controls on this process. | |

10 DECLARATION

We declare that the statements and particulars in this Proposal Form are true to the best of our knowledge and belief and that we have not misstated, suppressed or omitted any material facts.

We agree that this Proposal Form together with any other information supplied by us shall form the basis of any contract of Insurance effected thereon and shall be incorporated therein.

We undertake to inform Insurers of any material alteration of these facts whether occurring before or after completion of the contract of Insurance.

We acknowledge that if this proposal is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued by the Insurer or as otherwise specifically varied in writing

FULL NAME

CAPACITY

SIGNATURE

DATE

ANNEXURE F

| NRCS Vehicle Listing | | | |
|--|----------|----------------------|-------------|
| Vehicle Description | MM Code | Registration Numbers | Sum Insured |
| 2009 Toyota Hilux 2.5d S/C | 60036161 | | |
| 2011 Toyota Hilux 2.5d S/C | 60036161 | | |
| 1983 Hino Truck | | | |
| 2014 Nissan NP200 1.6 8V a/c + safety pack | 47017662 | | |
| 2014 Nissan NP200 1.6 8V a/c + safety pack | 47017662 | | |
| 2014 Nissan NP200 1.6 8V a/c + safety pack | 47017662 | | |
| 1983 Trailer 25 tonne | | | |
| 2015 Nissan NV350 panel Vans, 2,5D panel van | 47048550 | | |
| 2015 Nissan NV350 panel Vans, 2,5D panel van | 47048550 | | |
| 2015 Nissan NV350 panel Vans, 2,5D panel van | 47048550 | | |
| 2015 Nissan NV350 panel Vans, 2,5D panel van | 47048550 | | |
| 2015 Nissan NV350 panel Vans, 2,5D panel van | 47048550 | | |
| 2015 Western Star 4900, 6x4 rigid truck | | | |
| 2015 Transpec Drawbar Trailer | | | |