



REQUEST FOR PROPOSAL [RFP] SHORT TERM INSURANCE BROKERAGE SERVICES.

MHLATHUZE WATER

CONTRACT NO. CONTRACT NO. MW/6/10/2022/2023

RFP CONTRACT NO:	MW/6/10/2022/2023
ISSUE DATE:	14 October 2022
CLOSING DATE:	28 October 2022
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date

MW/6/10/2022/2023

SCHEDULE OF BID DOCUMENTS

Section No _____

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MHLATHUZE WATER TENDER					
BID NUMBER:	MW/2/7/2022/202	ISSUE DATE:14 OCTOBER 2022		CLOSING DATE AND TIME:27 OCTOBER 12h00	
DESCRIPTION	SHORT TERM INSURANCE BROKERAGE SERVICES				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					

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1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 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. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

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SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a Bid or a Proposal] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an entity, Respondent or Bidder].

DESCRIPTION	SHORT TERM INSURANCE BROKERAGE SERVICES
TENDER ADVERT	All Mhlathuze Water tenders are advertised on the National Treasury's e-Tender.
COMMUNICATION	Any addenda to the RFP or clarifications will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFP. Mhlathuze Water will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes – Compulsory Compulsory Tender Clarification Meeting will be conducted via Join Microsoft Teams Meeting on the 20 October 2022 at 11:00 am [11: 00'clock] for a period of ± 2 (two) hours. This is to ensure that Mhlathuze Water may make the necessary arrangements for the briefing session. https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWYyNzUxYmMtMGNIMy00MjEzLWI3ZTEtNDA0ZDY3MmU4YjAx%40thread.v2/0?context=%7b%22Tid%22%3a%2274250607-0ce3-43c7-924d-36de3eb3e351%22%2c%22Oid%22%3a%22860b8f3b-0e54-4826-9718-a00f6fd5909e%22%7d Refer to paragraph 2 for details.
CLOSING DATE	12:00 pm on 28 October 2022 Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration.
VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12

Any additional information or clarification will be published on the e-Tender portal website, if necessary.

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2 FORMAL BRIEFING

A compulsory virtual meeting and/or RFP briefing will be conducted at on the **20 October 2022, at 11.00** for a period of ± 2 hours. The briefing session will start punctually and information will not be repeated for the benefit of meeting attendants joining late the meeting. Compulsory Tender Clarification Meeting will be conducted via Join Microsoft Teams Meeting on the **20 October 2022** at 11:00 am [11: 00'clock] for a period of ± 2 (two) hours.

3 RFP INSTRUCTIONS

- 3.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 3.2 All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.
- 3.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 3.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Mhlathuze Water through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Mhlathuze Water.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

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5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to tender administrator email tenders@mhlathuze.co.za, 035 902 1062] before 12:00 pm on **27 October 2022** substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Mhlathuze Water response to such a query will be published on the e-tender portal and Mhlathuze Water website.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (Mr Sihle Mndaweni), at telephone number 035 902 1037, email smndaweni@mhlathuze.co.za on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Mhlathuze Water in respect of this RFP between the closing date and the date of the award of the business.
- 5.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

6 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Mhlathuze Water.

7 COMPLIANCE

The successful Respondent [hereinafter referred to as **Short Term Insurance Brokerage Services** shall be in full and complete compliance with any and all applicable laws and regulations.

8 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

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9 DISCLAIMERS

Respondents are hereby advised that Mhlathuze Water is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Mhlathuze Water reserves the right to:

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.6 split the award of the contract between more than one Supplier/Service provider, should it at Mhlathuze Water discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 9.7 cancel the bid process;
- 9.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Mhlathuze Water to do so;
- 9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 9.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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Note that Mhlathuze Water will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Mhlathuze Water Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

13 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Mhlathuze Water and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Mhlathuze Water urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 204 310

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SECTION 3: SCOPE OF WORK

Mhlathuze Water requires the service of a reputable services provider herein referred as short term insurance brokerage services. The service provider shall have extensive experience in short term insurance brokerage services for both local and international insurance market.

14.1 DESCRIPTION OF SERVICE

The appointed short term insurance broker will be required to perform the following:

14.1.1 Approach the market on receipt of these proposal documents to obtain competitive prices/quotations and related options, from various underwriters in order to offer risk transfer Insurance broking services.

14.1.2 Advise Mhlathuze Water, in addition to putting in place appropriate insurance cover, on the appropriate indemnity limits, excesses, reasonability of premiums etc. The Broker will therefore be responsible for recommending the appointment of secure and reputable underwriters to Mhlathuze Water.

14.1.3 To conduct quarterly review and analysis of insurance claims and expedite claims with insurers. The annual renewal process should be based on analysis of risk areas for existing insurance portfolio for insured and make recommendation to improve on uninsured risks carried by the portfolio.

14.1.4 For all un-insured business risk area, the broker is expected to approach different market segments in order to reduce the financial business exposure

14.1.5 On behalf of Mhlathuze Water, negotiate rates in view of prevailing market conditions and discounts based on long term rates (3years).

14.1.6 To ensure Mhlathuze Water is kept abreast of new developments in the Insurance Industry and markets globally and locally that could affect the General Insurance Fund.

14.1.7 Present the annual renewal proposal to Executive and other structures of Mhlathuze Water, as deemed necessary.

14.1.8 Manage all insurance claims submitted and liaison and resolution of these claims with the underwriter, including liaison with insurer loss adjustor or assessors.

14.1.9 Manage motor vehicle claims including the 3rd Party recovery process.

14.1.10 To provide information on quarterly basis on trends that have emerged based on claims history and loss experience to assist Mhlathuze Water in managing the portfolio and advise on the appropriate level of self-insurance portions of specific policies.

14.1.11 Prepare quotation slip and summary of exclusion before formal acceptance of new insurance covers.

14.1.12 To review and / formulate policies / wordings / exclusions and advise on the implications for Mhlathuze Water in context of the nature and or changes in the business.

14.1.13 To support Mhlathuze Water Capex programme in terms of the appropriate insurance covers including Principal Controlled Insurance and to have access to sector specific specialists in the context of Contract Works and Professional indemnity policies.

14.1.14 Be responsible for reviewing the Risk Management risk registers and offer advice on the most effective risk mitigation options, thereby integrating insurance and risk management and complimenting Mhlathuze Water's Risk Management Strategy/Plan.

14.1.15 The broker will be responsible for recommending the appointment of secure and reputable asset valuer for the establishment of the replacement value of Mhlathuze Water and its subsidiaries' assets.

14.1.16 The broker may adopt any approach in a form of risk financing strategy that will be deemed appropriate to demonstrate their ability to Mhlathuze Water to effectively manage a risk financing (insurance) portfolio of this magnitude.

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14.1.17 The broker may approach and utilise all insurers or underwriters complying with the relevant South African statutory solvency and other legal requirements. International experience would be advantageous from a benchmarking perspective

14.1.18 Broker proposals should be accompanied by a detailed summary of the salient features of your risk financing and insurance structures to be introduced if appointed as the successful broking service provider. It is imperative that the proposed risk solutions are soluble to Mhlathuze Water's specific risk profile, given the information supplied in this proposal specification.

14.1.19 The broker proposals should be evidenced by a signed participation confirmation from insurers or underwriters, who will support the recommended structure and the material terms, conditions and exceptions proposed by service provider. This is imperative as our specific risk profile is unique to Mhlathuze Water thus generic support will not be computed as complete compliance with this requirement.

14.1.20 The broker must disclose the insurer or underwriter, or consortium of insurers or underwriters to be utilised on each policy type as well as the type of policy wording as indicated in proposal documents.

14.1.21 Specimen insurance policies on which Mhlathuze Water's risk financing (insurance) structures will be based are to be submitted fully stating the scope of cover, terms, conditions and exceptions.

14.2 Key performance indicators

14.2.1 Improve turnaround time for closing insurance claims.

14.2.2 Compile and present Risk Trends based on Claims History.

14.2.3 Conduct Annual Review of Policy Schedule and Wording, Provide Summary of Un-Insured business risk areas.

14.2.4 Conduct Market Research or Survey and Present Alternative Insurance Covers during Insurance Renewal Proposal.

14.2.5 On Annual basis Conduct Risk Survey in order to improve risk profile of Mhlathuze Water.

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MW/6/10/2022/2023**15. Technical Proposal Submission**

The tenderer must submit technical proposal as a returnable document that covers proposed indemnity limits. Below is the guideline of current insurance structure outlining current indemnity limits and desired limits. The detailed current policy schedule and indemnity limits are attached in Annexure L.

NO.	Policy schedule/Insurance category	Current Indemnity Limits	Desired Indemnity Limits*	Technical Proposal Evaluation
1	Professional Indemnity	R 10 000 000	R 15 000 000	Negotiable
2	Assets All Plant Risks	R 3 674 812 00	R 3,919,069,938.00	Negotiable
3	Motor Fleet and Road Accident Cover	R 13 554 460	R 20 000 000	Essential
4	Commercial Crime	R 15 000 000	R20 000 000	Negotiable
5	Public Liability	R 100 000 000	R 100 000 000	Essential
6	Environmental Liability	R 10 000 000	R 10 000 000	Negotiable
7	Directors & Officers Liability	R 30 000 000	R 50 000 000	Negotiable
8	Product Liability (Note: if included as part of Public Liability. Please ignore this line item)	R100 000 000	R100 000 000	Essential
9	Group Personal Accident	R 10 000 000	R15 000 000	Negotiable
10	Travel	R 1 000 000	R 2 000 000	Negotiable
11	Sasria / Riot (Motor)	R 17 317 816	R 21 000 000	Essential
12	Sasria / Riot (Non Motor)	R 3,674,812,292	R 3,919,069,938.00	Essential

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15.1 The Technical proposal should entail the following information

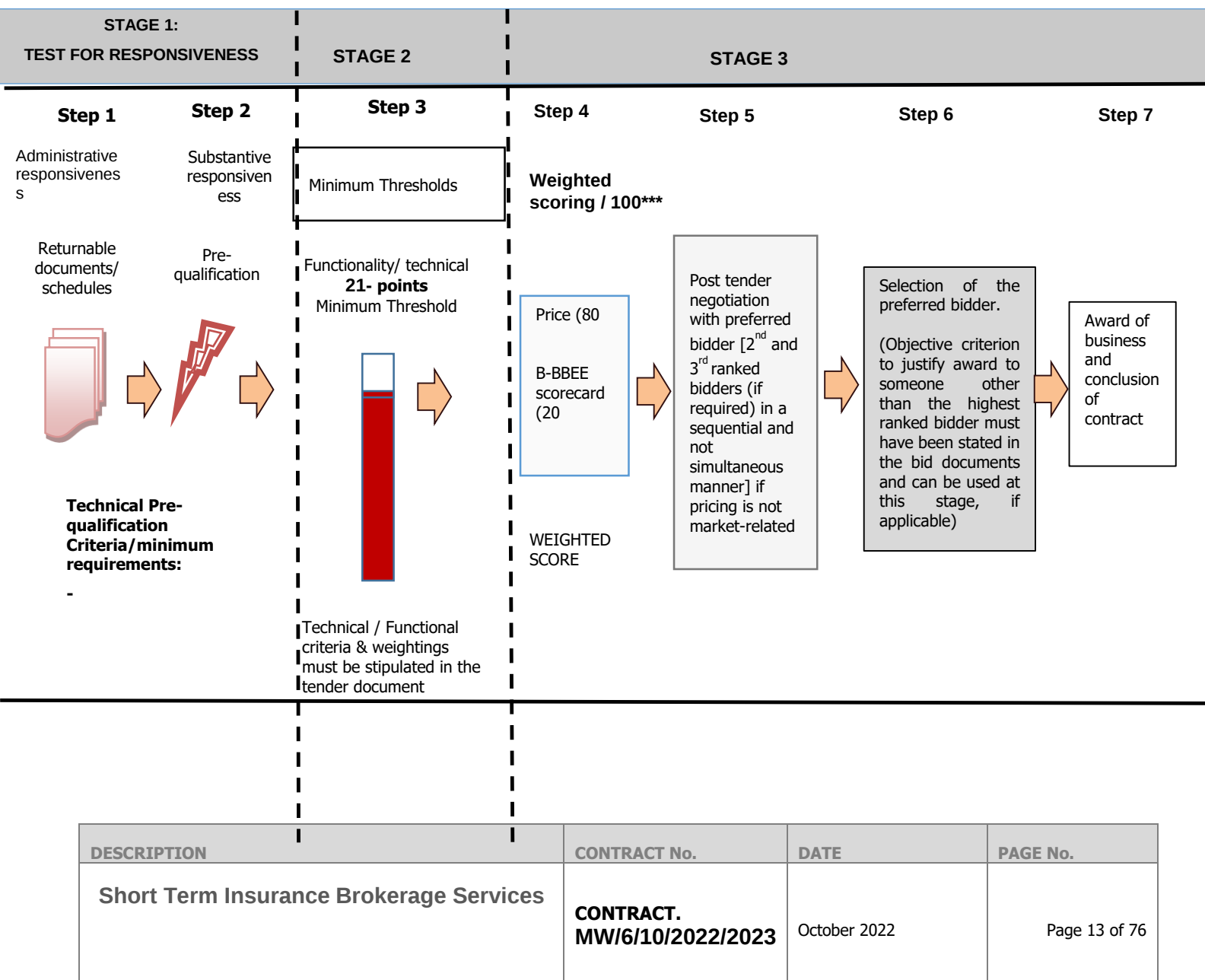
- a) Details of the Insurance markets must be provided
- b) **15.1.1 Claims management**
- Describe fully the claims management services you are able to offer.
 - If you consider it applicable comment upon the role to be undertaken by Mhlathuze Water in connection with the support, review and settlement of claims.

15.2 GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

- 1.1 The Supplier/Service provider(s) shall be fully responsible to Mhlathuze Water for the acts and omissions of persons directly or indirectly employed by them.
- 1.2 The Supplier/Service provider(s) must comply with the requirements stated in this RFP

VALUATION METHODOLOGY

Mhlathuze Water will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



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NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Mhlathuze Water reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4</i>
Verify the validity of all returnable documents	<i>Section 4</i>
Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>
Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
Whether any Technical pre-qualification/eligibility criteria set by Mhlathuze Water have been met as follows:	<i>Section 3 – Scope of Work</i>

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The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

- END OF SECTION -

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3.1. STEP THREE: Minimum Threshold 21 points for Technical Criteria, The test for the Technical and Functional threshold will include the following:

Section 4. Returnable Documents

If a supplier / bidder does not submit the following documents the Proposal will be disqualified automatically: (this list is not exhaustive)

No	Description of requirement (N.B. Provide Valid certified copies of original certificate failure to submit will result into disqualification). The bidders must submit a letter of intent from the reputable Insurer for a Professional Indemnity Insurance Cover with minimum of R250, 000,000 and to provide a valid proof of cover upon successful appointment” or Proof of valid Professional Indemnity Insurance Cover with minimum of R250, 000,000 if in possession Proof of Company registration with Financial Sector Conduct Authority (FSCA) or Certification in terms of Financial Advisory and Intermediary Services Acts(FAISA) Proof of valid certificate in Corporate Insurance issued in compliance with the Financial Advisory and Intermediary Services Act or Regulatory Examination Certificate (REC) of the Account Manager or the same issued by the employer (Broker)	
Standard returnable document		
b)	Completion of ALL RFP documentation (includes ALL declarations, ALL Standard Bidding Documents (SBD).	
C)	Submission of a signed Briefing session Form D and signed briefing session attendance register. (where briefing session is compulsory)	
d)	(N.B. Provide Valid certified copies of original certificate failure to submit will result into disqualification). Detailed Curriculum Vitae: of key Personnel (Account Manager) with certified copies of relevant certificates. Company relevant experience. Technical proposal Pricing schedule	
Non-Standard Returnable Documents		

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Details of the scoring methodology presented above are outlined below:

The Pre-Qualification Criteria and maximum score in respect of each of the criteria are as follows and sufficient detail must be provided in experience sheets/support documentation attached to the Tenders for evaluation purposes. The method for the evaluation of tenders will be as follows:

Technical evaluation will be in two stages.

Stage 2.1

Tenderers must provide all element of essential insurance category requirements indicated here under as “essential” in order to proceed to stage two of technical evaluation. Negotiations with preferred bidder on areas of covers indicated as “negotiable” will be done prior to appointment. In so far as categories marked as negotiable all attempts by the bidders must be made to ensure that desired indemnity limits are met. Tenders that do not include the essential “desired level of insurance cover in technical proposal will not proceed to stage 2.2 of the functionality evaluation.

Stage 2.2

NB: evidence of insurance cover quotations must be attached as evidence of existence of stipulated insurance covers.

0 - 20 Points = Un-acceptable information submitted, 21 – 30 = Acceptable information submitted

A. INDUSTRY EXPERIENCE	1. Company Relevant experience (Experience of the Insurance company in Offering brokerage services to companies/ Government entities/ departments in the last 15 years) • Greater than 10 years’ experience 10 • Greater than 5 up to 10 years’ experience 8 • From 2 up to 5 years’ experience 4 • Less than 2 years’ experience 0 Maximum points 10	10
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NO.	Policy schedule/Insurance category	Current Indemnity Limits	Desired Indemnity Limits*	Technical Proposal Evaluation
1	Professional Indemnity	R 10 000 000	R 15 000 000	Negotiable
2	Assets All Plant Risks	R 3 674 812 00	R 3,919,069,938.00	Negotiable
3	Motor Fleet and Road Accident Cover	R 13 554 460	R 20 000 000	Essential
4	Commercial Crime	R 15 000 000	R20 000 000	Negotiable
5	Public Liability	R 100 000 000	R 100 000 000	Essential
6	Environmental Liability	R 10 000 000	R 10 000 000	Negotiable
7	Directors & Officers Liability	R 30 000 000	R 50 000 000	Negotiable
8	Product Liability (Note: if included as part of Public Liability. Please ignore this line item)	R100 000 000	R100 000 000	Essential
9	Group Personal Accident	R 10 000 000	R15 000 000	Negotiable
10	Travel	R 1 000 000	R 2 000 000	Negotiable
11	Sasria / Riot (Motor)	R 17 317 816	R 21 000 000	Essential
12	Sasria / Riot (Non Motor)	R 3,674,812,292	R 3,919,069,938.00	Essential

Stage 2.2

The second stage of the technical evaluation will be based on company experience and key personnel shown here under.

The minimum threshold for the technical/functionality requirements is **21 point**. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

The Functionality criteria and maximum score in respect of each of the criteria are as follows:

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CRITERIA	SCORES	SUB-WEIGHTS	CRITERIA WEIGHT
1. Company relevant experience	Premium Value of Contracts (Premium Value of Insurance contracts with companies/Government entities/ departments in the last 15 years) • Contract premium value greater than R5 million (5 points per contract, Max 2) 10 - Contract premium value of R2 million up to R4,999,999.99 (3 points per contract, Max 2) 6 • Contract premium value greater than R750,000.00 rands up to R1,999,999.99 (2 point per contract, Max 2) 4 • Less than R750,000.00 0 Maximum points 10 Positive written reference letters by authorized signatory confirming successful performance on previous similar projects as listed in 1 above must be submitted in order for points to be claimed. Failure to attach positive reference letters will result in points not being allocated. The reference letters must include the period, the value of the contract and a statement that indicates that the project was completed successfully <i>Alternately, tenderers may complete In full detail, including the above information Page 76 of 78</i> To ensure that the referee stamps Schedule 11, or alternative references must be obtained in the company letterhead/s Failing which Company experience points will not be allocated.	10	10

B: PROFESSIONAL PERSONNEL EXPERIENCE (Individuals in the Company/Consortium)	Qualification and Experience of Key Personnel (Account Manager) who will be responsible for the execution of the contract. Detailed Curriculum Vitae to be attached	40%
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CRITERIA	SCORES	SUB-WEIGHTS	CRITERIA WEIGHT
Key Account Manager	Experience of the Account Manager in managing Corporate Insurance • Greater than 10 years' experience 10 • Greater than 5 up to 10 years' exp 8 • From 2 up to 5 years' experience 4 • Less than 2 years' experience 0 Maximum points The organogram and/cv must indicate who will be fulfilling this role, See schedule13	10	10

Respondents must complete and submit **Specification, Annexures** which include a **Technical proposal**. A Respondent's compliance with the minimum functionality/technical threshold will be measured in line with evaluation criteria

Respondents are to note that Mhlathuze Water will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

NB: evidence of insurance cover quotations must be attached as evidence of existence

Technical Proposal Submission

The tenderer must submit technical proposal as a non-standard returnable document that covers proposed indemnity limits and also outline all the exclusions. Below is the guideline of current insurance structure outlining current indemnity limits and desired limits. The detailed current policy schedule and indemnity limits are attached in Annexure L.

SECTION 5: See Attached Annexure L

Respondents are to note that Mhlathuze Water will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

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STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and TCO Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 5

Mhlathuze Water will utilise the following formula in its evaluation of Price:

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

Where:

 Ps = Score for the Bid under consideration Pt = Price of Bid under consideration P_{min} = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	21
Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

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MW/6/10/2022/2023**STEP FIVE: Prior to Award (if applicable)**

- Respondents are to note that Mhlathuze Water may not award a contract if the price offered is not market-related. In this regard, Mhlathuze Water reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - Negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Mhlathuze Water conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Mhlathuze Water based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

3.2. STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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MW/6/10/2022/2023**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Mhlathuze Water may not award the contract to that Respondent. Mhlathuze Water may-
- (i) Negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Mhlathuze Water must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Mhlathuze Water.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Please note that should you have offered a discounted price(s), Mhlathuze Water will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- h) Where a Respondent’s price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency’s rate published by the South African Reserve Bank on the date of the advertisement of the bid:
- Currency rate of exchange utilised: _____
- i) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

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YES	

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Mhlathuze Water is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender .

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Compulsory Returnable

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Mhlathuze Water affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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MANDATORY DOCUMENTS FOR TEST FOR ADMINISTRATIVE RESPONSIVENESS

Schedule No.	Description	Submitted YES / NO
1	Proof of company registration documents	
2	Proof of Registration with SARS (Valid PIN from SARS confirming compliance status)	
3	Certified copies of Identity Documents of Shareholders/Members/Directors of the business (not applicable if a company is a 100 % subsidiary)	
4	A certified copy of Partnership Agreement(if tenderer is a partnership or JV)	
5	Proof of Registration with CSD	

Essential Returnable Documents

Certified valid copy of BBBEE Certificate or a Sworn affidavit if company is an EME or QSE.	
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MANDATORY DOCUMENTS FOR TEST CHECK FOR SUBSTANTIVE RESPONSIVENESS

6	The bidders must submit a letter of intent from the reputable Insurer for a Professional Indemnity Insurance Cover with minimum of R250, 000,000 and to provide a valid proof of cover upon successful appointment” or Proof of valid Professional Indemnity Insurance Cover with minimum of R250, 000,000 if in possession.	
7	Proof of valid certificate in Corporate Insurance issued in compliance with the Financial Advisory and Intermediary Services Act or Regulatory Examination Certificate (REC) of the Account Manager	
8	Certified copy of company registration with the FSCA or FIASA	
9	Proof of attendance of compulsory briefing(Virtual Meeting) (login with Name and company details)	
10	Technical proposal	
11	Account Manager Relevant Experience (Detail Curriculum Vitae)	
12	Pricing and Delivery Schedule	
13	Company relevant experience	

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Essential Returnable

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

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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.

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- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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TAX COMPLIANCE STATUS LETTER REQUIREMENTS

Respondents must be compliant when submitting a proposal to Mhlathuze Water and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

- Bidder must ensure compliance with their tax obligations
- Bidders are required to submit their unique personal identification number(pin) issued by SARS to enable the organ of state to verify the taxpayers' profile and status
- Application for Tax Compliance Status(TCS) pin may be made via- filling through the SARS www.sars.gov.za
- Bidders may also submit a printed TCS certificate with the bid
- In bids where consortia/ joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate /pin//CSD number
- No bids will considered from person in the services of the state, companies with directors who are person in the service of state, or close corporations with members in the service of state

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

.....
Signature

.....
Date

.....
Position Name of bidder

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Essential Returnable

Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors of _____ hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed _____

Date _____

Name _____

Position _____

Chairman of the Board of Directors _____

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as _____ hereby authorise Mr/Ms, _____ acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____ acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract: _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

I, _____ hereby confirm that I am the sole owner of the business trading as _____

Signed _____ Date _____

Name _____ Position Sole Proprietor

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Essential

**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 a) the value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable; or

b) Either the 80/20 o preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

1.3 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

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- 1.4 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.
- 1.5 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**

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

80/20

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

Where

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Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 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:

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- 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 least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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

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☐ (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

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(e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

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Essential

**Certificate of Acquaintance with
Tender Documents**

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this Tender and all conditions contained therein, as laid down by Mhlathuze Water for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Mhlathuze Water shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;

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- d) the intention or decision to submit or not to submit, a Bid;
- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
- f) bidding with the intention of not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. 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.
9. I/We am/are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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Essential**Record of Addenda to Tender Documents**

We confirm that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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Supplier Integrity Pact**Essential****PREAMBLE**

Mhlathuze Water values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Mhlathuze Water and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Mhlathuze Water as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Mhlathuze Water vendor.

1. Objectives

Mhlathuze Water and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 1.1 Enable Mhlathuze Water to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 1.2 Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2. Commitments of Mhlathuze Water

Mhlathuze Water commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

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- 2.1 Mhlathuze Water hereby undertakes that no employee of Mhlathuze Water connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Mhlathuze Water will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Mhlathuze Water will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Mhlathuze Water further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Mhlathuze Water will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3. Obligations of the Bidder / Supplier

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- 3.1.1 The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Mhlathuze Water or to any of Mhlathuze Water employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process.
- 3.1.2 The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- e) A Bidder / Supplier may not offer gifts, goods or services to a Mhlathuze Water employee at artificially low prices, which are not available to the public at those prices.
- 3.1.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and

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implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.1.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or introduce cartels into the bidding process.
- 3.1.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Mhlathuze Water part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.1.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.1.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Mhlathuze water or other competitors.
- 3.1.10The Bidder / Supplier shall furnish Mhlathuze Water with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.1.11 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 Disqualification from Bidding Process

- 4.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Mhlathuze Water may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 4.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question, Mhlathuze Water may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion

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will be imposed for up to a maximum of 10 (ten) years. However, Mhlathuze Water reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 4.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Mhlathuze Water may at its own discretion revoke the exclusion or suspend the imposed penalty.

5 Grounds for Blacklisting

- 5.1 A Bidder / Supplier may be blacklisted where it has submitted a bid, or concluded a contract in the capacity of agent or subcontractor or has been associated with such a Bid or contract and the Bidder / Supplier has:
- a) withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) after being notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming a part of the bid documents;
 - c) carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) acted in a fraudulent or improper manner or in bad faith towards Mhlathuze Water or any Government Department or towards any public body, enterprise or person;
 - f) made any incorrect statement in a certificate or other communication with regard to the Local Content of its Goods or its B-BBEE status and is unable to prove to the satisfaction of Mhlathuze Water that:
 - (i) it made the statement in good faith honestly believing it to be correct; and
 - (ii) Before making such statement it took all reasonable steps to satisfy itself of its correctness.
 - g) caused Mhlathuze Water damage, or to incur costs in order to meet the *Consultant's* requirements and such costs could not be recovered from the *Consultant*; and
 - h) litigated against Mhlathuze Water in bad faith.
- 5.2 As soon as Mhlathuze Water detects misconduct by a Bidder / Supplier falling within one of the grounds for blacklisting, the matter must immediately be reported to the Procurement Division. The Procurement Division will review the motivation for blacklisting. If possible grounds for blacklisting exist, a forensic audit may be conducted to establish whether the grounds for blacklisting are valid.

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- 5.3 Should the forensic report establish that possible grounds for blacklisting exist, the matter will be referred to the Mhlathuze Water Legal Department for further action. The Mhlathuze Water Legal Department will inform the Bidder / Supplier, its directors and all associate entities by registered mail of the intention to blacklist. The letter will also indicate whether Mhlathuze Water intends to cancel any existing contracts with the Bidder / Supplier.
- 5.4 The Bidder / Supplier will be afforded a period of 14 (fourteen) working days within which to make representation as to why they should not be blacklisted or why existing contracts should not be cancelled. After the 14 (fourteen) day period, the Mhlathuze Water Legal Department will consider and deal with the responses (if any) from the Bidder / Supplier.

6 Previous Transgressions

- 6.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 6.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database.

7 Sanctions for Violations

Mhlathuze Water shall also take all or any one of the following actions, wherever required to:

- 7.1 Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue.
- 7.2 Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier.
- 7.3 Recover all sums already paid by Mhlathuze Water
- 7.4 Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments already made by Mhlathuze Water, along with interest.
- 7.5 Cancel all or any other contracts with the Bidder / Supplier.
- 7.6 Exclude the Bidder / Supplier from entering into any bid with Mhlathuze Water in future.

8 Conflicts of Interest

- 8.1 A conflict of interest includes, inter alia, a situation in which:
- 8.1.1 A Mhlathuze Water employee has a personal financial interest in a bidding / supplying entity;

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- 8.1.2 A Mhlathuze Water employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in acting in the best interest of Mhlathuze Water, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism;
- 8.1.3 A Mhlathuze Water employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- Private gain or advancement; or
 - The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 8.2 If a Bidder / Supplier has or becomes aware of a conflict of interest, i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Mhlathuze Water employee / member of Mhlathuze Water Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - must notify Mhlathuze Water immediately in writing once the circumstances has arisen.
- 8.3 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done. Mhlathuze Water shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

9 Examination of Financial Records, Documentation and/or Electronic Data

10. For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Mhlathuze Water. The Bidder / Supplier / Mhlathuze Water shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

11 Dispute Resolution

- 11.1 Mhlathuze Water recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Mhlathuze Water and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Mhlathuze Water will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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- a) Vexatious proceedings: these are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury: where a supplier makes a false statement either in giving evidence or on an affidavit;
- c) Scurrilous allegations: where a supplier makes allegations regarding a senior Mhlathuze Water employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) Abuse of court process: when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

12 General

- 12.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 12.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 12.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 12.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 12.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Mhlathuze Water employees, Mhlathuze Water expects its Bidders / Suppliers to report this behaviour directly to a senior Mhlathuze Water official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

MHLATHUZE WATER

Signed at: _____ on _____ 20____

Signature: _____ (duly authorised)

Full name and surname: _____

Position: _____

BIDDER / SUPPLIER

Signed at: _____ on _____ 20____

Signature: _____ (duly authorised)

Full name and surname: _____

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Essential

Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of ____ day of _____ 20 ____ by and between:

Mhlathuze Water a company incorporated and existing under the laws of South Africa, having its principal place of business at Cnr South Central Arterial & Battery Bank, Alton Richards Bay 3900

and _____

(Registration No. _____), a private company incorporated and existing under the laws of South Africa having its principal place of business at _____

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **Short Term Insurance Brokerage Services** (‘the Purpose’). Each party (‘the receiving party’) shall treat as confidential all information and know-how which it may receive from the other party (‘the disclosing party’) in terms of this Agreement (hereinafter referred to as ‘confidential information’), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

‘Confidential Information’ means any information, technical data, or know-how, including, but not limited to that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- a. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;

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- b. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- c. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- d. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- e. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- a. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- b. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- a. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- b. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- c. Subject to the provisions below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

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- d. The receiving party acknowledges that the above provisions shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

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The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein.

Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

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Section 5 Tender Clarification Request Form

Essential

RFP deadline for questions / RFP Clarifications:

TO: Mhlathuze Water SCM

ATTENTION: SCM Administrator

EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

RFP Clarification No

REQUEST FOR RFP CLARIFICATION

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PRICING SCHEDULE AND OFFER

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Class of Insurance	Gross Premium	Commission	Gross Premium Less commission	Vat (15%)	Net Premium	Year 1	Year 2	Year 3
Professional Indemnity								
Assets All Plant Risks								
Motor Fleet and Road Accident Cover								
Commercial Crime								
Product liability								
Environmental or pollution liability								
Directors & Officers Liability								
Group Personal Accident								
Travel								
Sasria / Riot(Motor)								
Sasria / Riot(Non Motor)								
TOTAL								

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NB: THE TOTAL MUST BE TAKEN TO THE FORM OF OFFER AND ONLY ESSENTIAL COVERS SHOULD BE TAKEN INTO FORM OF AN OFFER.

Risk Management	Gross	VAT (15%)	Net Annual	Year1	Year 2	Year 3
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Please indicate below Underwriter and Assessors fees

Insurance Underwriting Report

Assessor's Fees- (i.e10% of Brokerage fee)

Broker Remuneration	Gross	VAT (15%)	Net Annual	Year 1	Year 2	Year 3
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Please indicate below the basis and amount of remuneration required per year Fee or Commission

Fee

Commission

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NB FORM OF OFFER AND ACCEPTANCE (ONLY ESSENTIAL COVERS)

TOTAL NET PREMIUM EXCLUDING VAT

YEAR 1

YEAR 2

YEAR 3

TOTAL EXCLUDING VAT

VAT (15%)

TOTAL INCLUDING VAT

Note 1: The above BOQ must be completed in full detail and No other BOQ will be accepted.**Note 2: The total amount including vat must be transferred to the form of offer.**

.....

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.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

Main Offer:

..... (in words); R(in figures) and

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Supplier in the Conditions of Contract identified in the Contract Data.

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CONTRACT NO. MW/6/10/2022/2023

Signatures

Name(s)

Capacity

Date

for the Tenderer

Names & signatures of witnesses

Signatures

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Name(s) _____

Date _____

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MHLATHUZE WATER
CONTRACT NO. MW/36/1/2020/2021
SHORT TERM INSURANCE BROKERAGE SERVICES

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts

the Tenderer's Offer. In consideration thereof, in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's form Offer an agreement, shall between the Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the

Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Signatures _____

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Name(s) _____

Date _____

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MHLATHUZE WATER
CONTRACT NO. MW/6/10/2022/2023
SHORT TERM INSURANCE BROKERAGE SERVICES

for the Purchaser

Names & signatures of witnesses

Signatures

Name(s)

Date

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MW/6/10/2022/2023

1. PROOF OF COMPANY REGISTRATION DOCUMENTS

[Attach copies here]

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2. PROOF OF REGISTRATION WITH SARS, (VALID PIN FROM SARS CONFIRMING COMPLIANCE STATUS)

[Attach copies here]

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3. CERTIFIED COPIES OF ID DOCUMENTS OF SHAREHOLDERS / MEMBERS /DIRECTORS OF THE BUSINESS.

[Attach copies here]

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4. **A certified copy of Partnership Agreement (if tenderer is a partnership or JV)**

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**5: PROOF OF COMPANY REGISTRATION WITH
NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
(CSD)**

[Attach copies here]

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- 6. The bidders must submit a letter of intent from the reputable Insurer for a Professional Indemnity Insurance Cover with minimum of R250, 000,000 and to provide a valid proof of cover upon successful appointment” or Proof of valid Professional Indemnity Insurance Cover with minimum of R250, 000,000 if in possession.**

[Attach copies here]

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7. Proof of valid certificate in Corporate Insurance issued in compliance with the Financial Advisory and Intermediary Services Act or Regulatory Examination Certificate (REC) of the Account Manager OR issued by the employer (Broker)

[Attach copies here]

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8. Certified copy of company registration with the FSCA or FIASA

[Attach copies here]

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9. Proof of attendance of compulsory briefing (Virtual Meeting) (login with Name and company details)

[Attach attendance register copies here]

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10. Technical proposal

[Attach copies here]

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11. COMPANY RELEVANT EXPERIENCE

Company (Client) Name and Contact Details	Brief summary of experience in rendering Short Term Insurance Brokerage Services over the last 15 Years	Contract duration (Start and End date)	Contract Value

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12. PRICING SCHEDULE AND OFFER

[Attach copies here]

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13.KEY ACCOUNT MANAGER (DETAILED CV)

[Attach copies here]

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