



**VAAL CENTRAL WATER**

**CONTRACT NO: VCW418/STI36/26**

**PROVISION OF SHORT-TERM INSURANCE FOR PERIOD OF 36 MONTHS**

**PROCUREMENT DOCUMENT**

**APRIL 2026**

**TENDER SUBMITTED BY:**

Registered Name of Company:.....

Address:.....

Telephone Number:.....

Fax Number:.....

E-mail:.....

**Issued by:**



*Vaal Central Water*

PO Box 30121

Pellissier

9322

**Contact**

Name: Mr C Du Toit  
Telephone: 051 – 403 0800  
Fax: 051 – 422 5333  
E-mail: [carld@vcwater.co.za](mailto:carld@vcwater.co.za)

**ISSUE DATE: 01 APRIL 2026**

**COMPULSORY SITE MEETING DATE: 15 APRIL 2026 at 11h00**

**CLOSING DATE: 07 MAY 2026**

**PROVISION OF SHORT-TERM INSURANCE FOR PERIOD OF 36 MONTHS**

**CONTRACT: VCW418/STI36/26**

**TENDER SUMMARY PAGE**

|                                                                                                                                                             |                    |  |    |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|----|--|
| <b>TENDERER</b>                                                                                                                                             |                    |  |    |  |
|                                                                                                                                                             | (Name of Tenderer) |  |    |  |
| <b>TELEPHONE</b>                                                                                                                                            | <b>FAX</b>         |  |    |  |
| <b>TOTAL PRICE (Incl. VAT)</b><br><br><u><b>Note: The Total Price stated in this page shall correspond with the Form of Offer and Acceptance amount</b></u> |                    |  |    |  |
|                                                                                                                                                             | (in words)         |  |    |  |
|                                                                                                                                                             | (in words)         |  |    |  |
|                                                                                                                                                             | (in figures)       |  |    |  |
| <b>COMPLETION PERIOD</b>                                                                                                                                    |                    |  |    |  |
|                                                                                                                                                             | (weeks)            |  |    |  |
| <b>PREFERENCES CLAIMED FOR:</b>                                                                                                                             |                    |  |    |  |
| LOCAL ENTERPRISE:                                                                                                                                           | YES                |  | NO |  |

## **VCW418/STI36/26**

### **PROVISION OF SHORT-TERM INSURANCE FOR PERIOD OF 36 MONTHS**

|                                               |
|-----------------------------------------------|
| <b>TENDER NOTICE AND INVITATION TO TENDER</b> |
|-----------------------------------------------|

#### **1. Background**

Vaal Central Water Board derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

Vaal Central is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively.

#### **2. Objectives of the Internal Audit Function**

Providing short-term insurance is crucial for Vaal Central Water as it provides financial protection against unforeseen events and damage. This ensures that the entity can quickly recover and continue its operations without significant financial strain. Additionally, it helps in maintaining the trust and reliability of their services among stakeholders and customers.

The short-term insurance covers a range of risks including property damage, equipment, and liability claims. It also includes coverage for natural disasters such as floods and fires, which are particularly important given the entity's reliance on water resources. Furthermore, it protects against potential business interruptions, ensuring that Vaal Central Water can maintain its operations and service delivery even in the face of unexpected challenges.

The document aims to secure comprehensive coverage to mitigate risks associated with the organization's movable and immovable assets.

#### **3. Vaal Central Water specific goals**

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

| The specific goals allocated points in terms of this tender                                                                                        |                                                                                                                                                                                                                                                         | Number of points allocated<br><br>(80/20 system)<br><br>(To be completed by the organ of state) | Number of points allocated<br><br>(90/10 system)<br><br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br><br>(To be completed by the tenderer) | Number of points claimed (90/10 system)<br><br>(To be completed by the tenderer) |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Categories of specific goals                                                                                                                       | Requirements                                                                                                                                                                                                                                            |                                                                                                 |                                                                                                 |                                                                                  |                                                                                  |
| Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)                                    | Certified ID copy and CIPC registration/ CSD report                                                                                                                                                                                                     | 3                                                                                               | 2                                                                                               |                                                                                  |                                                                                  |
| Women (more than 50% ownership)<br><br>Or<br><br>Youth (more than 50% ownership)<br><br>Or<br><br>People with disability (more than 50% ownership) | Certified ID copy and CIPC registration/ CSD report<br><br>Or<br><br>Certified ID copy and CIPC registration/ CSD report<br><br>Or<br><br>Medical report sanctioned by qualified professional and CIPC registration/ CSD report                         | 2                                                                                               | 1                                                                                               |                                                                                  |                                                                                  |
| Located in a specific Local Area of Supply for work to be done<br><br>Free State and Northern Cape Provinces                                       | Official Municipal Rates Statement which is in the name of the bidder<br><br>Or<br><br>Valid Lease agreement which is in the name of the bidder and the lessor.<br><br>Or<br><br>Permission to Occupy from Local Chief in the case of Rural areas which | 10                                                                                              | 4                                                                                               |                                                                                  |                                                                                  |

| The specific goals allocated points in terms of this tender |                                                                                                     | Number of points allocated<br><br>(80/20 system)<br><br>(To be completed by the organ of state) | Number of points allocated<br><br>(90/10 system)<br><br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br><br>(To be completed by the tenderer) | Number of points claimed (90/10 system)<br><br>(To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
|                                                             | is in the name of the bidder<br><br>(Vaal Central Water reserves the right to verify all addresses) |                                                                                                 |                                                                                                 |                                                                                  |                                                                                  |
| Promotion of BBBEE companies                                | Sworn affidavits/ CIPC/ BBBEE certificate                                                           | 5                                                                                               | 3                                                                                               |                                                                                  |                                                                                  |
| BBBEE Level 1                                               |                                                                                                     | 5                                                                                               | 3                                                                                               |                                                                                  |                                                                                  |
| BBBEE Level 2                                               |                                                                                                     | 2                                                                                               | 1                                                                                               |                                                                                  |                                                                                  |
| BBBEE Level 3                                               |                                                                                                     | 0                                                                                               | 0                                                                                               |                                                                                  |                                                                                  |
| BBBEE Level 4+                                              |                                                                                                     | 0                                                                                               | 0                                                                                               |                                                                                  |                                                                                  |
| Total Points                                                |                                                                                                     | 20                                                                                              | 10                                                                                              |                                                                                  |                                                                                  |

**Notes to complete table for specific goals:**

**THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.**

**A: BBEEE for EME and QSE**

- Sworn affidavit signed by the company representative and attested by a Commissioner of Oaths
- A certified copy of a BBBEE certificate
- CIPC registration / CSD report

**B: Women Owned Companies of Ownership**

- Certified RSA identity document
- CIPC registration / CSD report

**C: Youth Owned Companies or Ownership**

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.
- Certified RSA identity document
- CIPC registration / CSD report

**D: Persons with Disability Owned Companies or Ownership**

- Medical report sanctioned by qualified professional and
- Certified RSA identity document

- CIPC registration / CSD report

**E: Locality of supplier. Tenderers should complete one relevant row for points claimed.**

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months. (If the landlord does not have a stamp, please attach the lease agreement and landlord's municipal account statement).
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths **must** be attached indicating that the company/enterprise is operating from the stated address, **accompanied** by their municipal rates and taxes statement (not older than three (3) months).

*NB: If no proof is attached the tenderer will not be awarded the points claimed*

**The scope of works to include, but not limited to:**

**Scope of service to be rendered**

1. All assets in the Asset register of the Vaal Central Water
2. Required Insurance Coverage

- Assets - All Risks – Including but not limited
  - Fire, Theft, and Accidental Damage: Protection against loss due to fire, theft, and accidental damage & Natural Disasters: Coverage for floods, storms, earthquakes, and other acts of nature)
  - Electronic Equipment Insurance: Protection for IT hardware, servers, and critical systems
  - Property Theft and Vandalism
  - All other
- Plant – All Risks
- Public/Third party Liability
- Director and Officers Liability
- Group Personnel Accident and Benefits
- Comprehensive Motor insurance including roadside assistance
- Marine Hull
- SASRIA
- Business interruption

- Employment Practices Liability
- Professional Indemnity
- Environmental liability insurance
- Product Liability
- Commercial Crime
- Cyber
- Other – recommended

## **Required Competencies**

1. The successful bidder must be fully competent to adequately provide comprehensive short-term insurance cover to meet all the needs of Vaal Central Water which will inform the contractual basis between the parties.
2. The successful bidder must comply with all legislative and relevant regulatory requirements, by the Financial Sector Conduct Authority (FSCA) / Financial Advisory and Intermediary Services (FAIS).
3. The bidder must have minimum public liability insurance of R10 000 000.
4. The bidder must have minimum professional indemnity of R5 000 000.
5. The bidder is required to submit valid proof of registration with FSCA.
6. The successful bidder will be required to submitted proof of registration annually during the duration of the contract.
7. No legal or other obligation shall arise between the service provider and Vaal Central Water unless/until both parties have signed a formal contract, or a Service Level Agreement is in place
8. Compile the Claims Procedure Manual and share with the entity for endorsement.
9. Review cover, limits and sum insured annually or ad hoc.
10. Review uninsured risk exposure and advise on additional insurance requirements.
11. Compilation of detailed insurance manual as well as full summary on cover, limits, conditions, and exclusions.
12. Provide ad hoc training where required in terms of policy and procedure manual.
13. Provide quarterly reports on claims (claims processed and paid out/finalised/closed/rejected, claims in progress)
14. Insurance cover to be quoted on replacement cost values
15. Annual physical assessments to be conducted by Insurance and risks to be identified and reported

## **Deliverables**

- Provide quarterly reports/presentations on claims
- Provide ad hoc insurance training
- Updated Policies/Procedures

Vaal Central Water promotes Broad Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. The appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

**Where bid documents can be obtained:**

Tender documents are downloadable from **Wednesday, 01 April 2026.**

Open bidding process will be followed and advertised on Vaal Central Water website, National Treasury eTender portal and social media platforms.

A compulsory briefing session will be held on **15 April 2026 at 11h00** at Vaal Central Water Head Office.

02 Mzuzu Street  
Pellissier  
Bloemfontein  
9301

The office coordinates are - **29°08'42.2"S 26°09'23.5"E**

The office coordinates are - **29°08'42.2"S 26°09'23.5"E**

Completed proposals must be addressed as below and deposited before **12:00 on Thursday, 07 May 2026** at the Tender Box situated at the Vaal Central Water Reception Area for Attention:

**Supply Chain Management**

Vaal Central Water  
2 Mzuzu Street  
Pellissier  
Bloemfontein  
9322

Each bidder must submit an envelope clearly marked Contract **Request for Proposal (RFP): Contract No.: VCW418/STI36/26 - PROVISION OF SHORT-TERM INSURANCE FOR PERIOD OF 36 MONTHS** with the bidder's name and address. The name of the firm submitting the tender shall be clearly shown on all correspondence. The appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Tenders may only be submitted on the tender documentation that has been issued. **A one - envelope system will be followed.**

Each proposal must be submitted in **1 envelope clearly marked:**

1. Request for Proposal (RFP): Contract No.: VCW418/STI36/26 - PROVISION OF SHORT-TERM INSURANCE FOR PERIOD OF 36 MONTHS

Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Should you do not receive any feedback from Vaal

Central Water after 120 days of submission, consider your tender unsuccessful. Vaal Central Water reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 80/20. Vaal Central Water reserves the right not to award the tender to the highest scoring bidder.

**Technical Queries can be directed to:**

Ms Carl Du Toit  
Acting Manager: Asset Management  
Tel: 051-403 0800  
Fax: 051-422 5333  
E-mail: [carld@vcwater.co.za](mailto:carld@vcwater.co.za)

**Tender Administrative Queries can be directed to:**

[bids@vcwater.co.za](mailto:bids@vcwater.co.za)

**NB:** *Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.*

## ELIGIBILITY CRITERIA

- A. Bidders who do not adhere to those criteria listed below a PRE-QUALIFIER, will be disqualified immediately.

| Responsiveness Criteria |                                                                                                                                                                                                                                                                                                                                                                                                                                         | Prequalifying Criteria | Applicable to this Tender |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|
|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        | (Y/N)                     |
| 1                       | Fully completed and signed Standard Bidding Documents <ul style="list-style-type: none"> <li>• SBD Form 1</li> <li>• SBD Form 3.1</li> <li>• SBD Form 4</li> <li>• SBD Form 6.1</li> </ul> Attendance of the Compulsory Clarification Session attended by the Bidder                                                                                                                                                                    | Pre-Qualifier          | Y                         |
| 2                       | Fidelity guarantee insurance - Provide full details of your fidelity guarantee insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates.                                                                                                                                                                                                                                        | Pre-Qualifier          | N                         |
| 3                       | Must be registered with relevant professional body i.e. Financial Intermediaries Association of Southern Africa (FIA)                                                                                                                                                                                                                                                                                                                   | Pre-Qualifier          | Y                         |
| 4                       | Particulars of Professional indemnity insurance - Provide full details of your professional indemnity insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates.                                                                                                                                                                                                                 | Pre-Qualifier          | Y                         |
| 5                       | The Bidder should be able to submit the following: <ul style="list-style-type: none"> <li>• Certified copy of certificate of Incorporation if Bidder is a company or;</li> <li>• Certified copy of founding statement if Bidder is a closed corporation or;</li> <li>• Certified copy of Partnership agreement if Bidder is a partnership or;</li> <li>• Certified copy of Identity document if Bidder is a one-man concern.</li> </ul> |                        |                           |

- B. Bidders who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

| Responsiveness Criteria |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Clarification Time | Applicable to this Tender (Y/N) |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------|
| 1                       | The Respondent submits a valid Tax Compliance Status PIN letter issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Respondents shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Compliance Status PIN letter and attach it to the schedule. | 7 days             | Y                               |
| 2                       | Respondents that provide a copy of latest Unemployment Insurance Fund (UIF) return (if not stated on the valid tax compliance pin)                                                                                                                                                                                                                                                                                                                                                                        | 7 days             | Y                               |
| 3                       | The Respondent has not abused the Employer's Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.                                                                                                                                                                                                                                                                                                                               | 7 days             | Y                               |
| 4                       | The Respondent or any of its Directors/Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.                                                                                                                                                                                                                                                      | 7 days             | Y                               |
| 5                       | The Employer will only enter into a formal contract with a respondent who is registered on the National Treasury Central Supplier Database (CSD). The submission of a full CSD report (not summary) is compulsory for any Respondent to be eligible to submit.                                                                                                                                                                                                                                            | 7 days             | Y                               |
| 6                       | The Respondent has completed the Declaration of Interest and there are no conflicts of interest which may impact on the Respondent's ability to perform the contract in the best interests of the Employer or potentially compromise the submission process and persons in the employ of the state are permitted to submit bids or participate in the contract.                                                                                                                                           | 7 days             | Y                               |
| 7                       | The Respondent submits a valid B-BBEE Compliance Certificate issued by an Accredited Service Provider or Certified Sworn Affidavit.                                                                                                                                                                                                                                                                                                                                                                       | 7 days             | Y                               |

|    |                                                                                                                                                                                                                                                             |        |   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---|
| 8  | The Respondent submits and original (or certified copy) of Municipal rates clearance certificate or a certified copy of the lease agreement - Not older than 3 months (Vaal Central Water reserves the right to conduct physical verification of premises). | 7 days | Y |
| 9  | Only those Respondents that can provide Financial references, audited financial statements as required and with a bank rating of not less than a "C" can be considered for evaluation.                                                                      | 7 days | Y |
| 10 | Annexure 1: Acceptance of Bid conditions – to be duly completed and                                                                                                                                                                                         | 7 days | Y |
| 11 | Annexure 2: Supply Chain Management Questionnaire – to be duly                                                                                                                                                                                              | 7 days | Y |

### TENDER EVALUATION CRITERIA

Prospective service providers will be required to receive a minimum of **70 points** for technical functionality criteria. The proposed technical functionality criteria for the panel are as follows:

Scores will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules.

#### **Notes for Functionality (quality) assessment (reference to table below):**

1. The Bidder shall compile a list with relevant proof of each project claimed for points allocation. The list shall:
  - Clearly describe the scope of works of the project/s with reference to the evaluation indicators in the table below; and
  - Only projects with corresponding reference letters or completion certificates/ letters from the Client will be considered.

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Weight/Points |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <p><b>1. Reference Letters:</b></p> <p>The successful bidder must have provided the required levels of insurance cover backed by reference letters from at least five (5) reputable organisations for which the service provider has provided such services in the preceding seven (7) years.</p> <p>The reference letters must include (Duration of contract, type of service rendered, contract value, name of company and contact person for verification)</p> <p>Maximum of 30 points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• No references = 0 points</li> <li>• One (1) relevant reference = 10 points</li> </ul> | <b>30</b>     |

- Three (3) relevant reference letters= 15 points
- Five (5) relevant reference letters= 30 points

## 2. Key Personnel Schedule

| No.  | Proposed Function                 | Person Name |
|------|-----------------------------------|-------------|
| 2.1. | Accounts Manager                  |             |
| 2.2. | Claims Manager                    |             |
| 2.3. | Infrastructure Support Specialist |             |

The experience of each key person, relevant to the scope of work, will be evaluated from the following:

- General experience (total duration of activity), level of education and training and positions held by the key person.
- The education, training and experience of the person, in the specific sector, field, subject, etc which is directly linked to the scope of work.

A CV of each key person of not more than 3

pages should be attached to this schedule. Each

CV should be structured under the following

headings:

1. Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that has a bearing on the scope of work

### 2.1 Accounts Manager:

The main person(s) (titles) who will be responsible for managing the Vaal Central Waters account.

Provide Finance/Risk or any other business-related qualification with experience in corporate technical short-term insurance, self-insurance funds, number of corporate accounts handled with brokerage value greater than or equal to R8m. Please attach CV's showing clear experience and periods as well as certified copies of qualifications

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <p>Qualification: 15 points</p> <ul style="list-style-type: none"> <li>• &lt;NQF Level 7– 0 points</li> <li>• NQF Level 7 General qualification – 10 points</li> <li>• NQF Level 7 Finance/Risk qualification – 15 points</li> </ul>                                                                                                                                                                                                                                                                                                                           |            |
| <p><b>2.2 Claims Manager:</b></p> <p>Who will be the support person(s) (title) handling the Vaal Central Water account.</p> <p>Please attach CV's showing clear experience and periods as well as certified copies of qualifications</p> <p>Technical broking support, claims support</p> <ul style="list-style-type: none"> <li>- Experience &lt; 2 yrs - 0 points</li> <li>- 2-5 yrs in technical broking support – 10 points</li> <li>- &gt;5 yrs in claims support - 15 points</li> </ul>                                                                  | <b>15</b>  |
| <p><b>2.3 Infrastructure Support Specialist:</b></p> <p>Who will be the support person(s) (titles) handling capital infrastructure expenditure related insurance requirements.</p> <p>Please attach CV's showing clear experience and periods as well as certified copies of qualifications</p> <ul style="list-style-type: none"> <li>- Experience &lt; 2 yrs - 0 points</li> <li>- 2-5 yrs in technical broking support – 10 points</li> <li>- &gt;5 yrs in claims support - 15 points</li> </ul>                                                            | <b>15</b>  |
| <p><b>4. Locality</b></p> <p>Proof of address verification</p> <ul style="list-style-type: none"> <li>- Municipal rates invoice/bill in the name of the bidder/bidding company if owner</li> <li>- Lease agreement between the lessor and lessee accompanied by the rental invoice confirmation (not older than three months)</li> <li>- Letter from the local Municipal Council or Traditional Leader for Rural areas</li> <li>- Within VCW area of supply (Free State and Northern Cape) - 25 Points</li> <li>- Outside area of supply – 0 Points</li> </ul> | <b>25</b>  |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>100</b> |

The Bidder must comply with the minimum requirements in accordance with the functionality criteria listed above and must score at least 70 points for Functionality. Bids that fall below the minimum threshold of 70 points will be regarded technically unacceptable and will not be considered.

|                                       |
|---------------------------------------|
| <b>SPECIAL CONDITIONS OF CONTRACT</b> |
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1. Definitions

Unless otherwise indicated the following words shall bear the following meanings:

- 1.1 The "Company" shall mean Vaal Central Water except where it is clear that it refers to the Internal Audit entity. 1.2 The "tender or bid" shall mean a tender or bid for the supply of Internal Audit services for Vaal Central Water at agreed fees, terms and conditions.
- 1.2 The "tenderer or bidder" shall mean any duly accredited person or persons or anybody, incorporated or otherwise, entity submitting a tender to arrange Internal Audit services to Vaal Central Water.
- 1.3 The "contract period" shall commence on 01 July 2023 to 30 June 2026 on the condition that Vaal Central Water would have the option to require a re-assessment of internal audit requirements on a year-to-year basis i.e. for periods ending June 2024 and June 2025. It however remains the responsibility of the appointed Internal Auditor to optimally perform to the benefit of the Vaal Central Water at all times.

2. Failure to perform

2.1 If -

- (a) Vaal Central Water should suffer any damage as a result of the tenderer's failure to perform as instructed or required and expected, it is agreed that the tenderer will pay to Vaal Central Water the following amounts, in each case to be determined by the Chief Executive Officer of Vaal Central Water, as liquidated damages and not as a penalty;
  - i) in the event of (a) an amount equal to any additional costs over and above the tender price incurred by Vaal Central Water together with all related costs and expenses involved;
  - or
  - ii) in the event of (b), an amount not exceeding the actual damage and costs sustained or incurred by Vaal Central Water; or
  - iii) including any possible claim instituted against the tender professional indemnity insurance.

2.2 The Chief Executive Officer of Vaal Central Water will also determine the manner in which and the time when such payment of additional costs and or damages are to be paid to Vaal Central Water, and the decision of the Chief Executive Officer of Vaal Central Water will be final and binding in each case and on all parties.

3. Alternatives

The tenderer may submit an alternative proposal, which, in his opinion, are to Vaal Central Water's advantage economically and technically but it should be clearly indicated as such.

4. Variation

In the event that tenderers are offering any services and or products differing or varying from the requirements of this specification, all such variations shall be clearly indicated and described in the tender response.

5. Tender offer validity

VCW requires a validity period of (**120 Business days**) from closing date against this RFP, excluding the first day and including the last day. VCW may at any time prior to the expiry of the bid validity period, extend the above validity period by 60 days written notice in the VCW website and E-tender website, on the same terms and conditions. In that event, VCW will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In the case where bidders are not in agreement with the validity extension, they must inform VCW in writing and their proposals will be considered non-responsive.

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.

|                |
|----------------|
| <b>MANDATE</b> |
|----------------|

Mandate to interested tenderers to submit a tender to internal audit services to Vaal Central Water

1. Tenders must be submitted in one original in the approved tender format that has not been retyped.
2. The tender presentation must be in accordance with the minimum requirements as set out hereunder.
3. The tenderer may adopt any approach it deems appropriate to demonstrate the entity's ability to service Vaal Central Water to effectively manage an internal audit optimally as well as of this magnitude.

4. The tenderer may approach and utilise all insurers or underwriters complying with the relevant South African statutory solvency and other legal requirements.
5. Tenders should be accompanied by a detailed summary of the salient features of your proposed internal audit structures to be introduced.
6. In principle support for the tenderer's proposals should be evidenced by a signed participation confirmation from all parties
7. The tenderer must disclose the lead as well as support internal audit parties, or consortium of internal auditors.
8. Specimen methodology on which Vaal Central Water's internal audit will be based upon are to be submitted
9. Failure to comply with the above requirements may render the tender invalid at the sole discretion of Vaal Central Water.

|                                   |
|-----------------------------------|
| <b>OTHER INFORMATION REQUIRED</b> |
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**1. Particulars of professional indemnity insurance**

Provide full details of your professional indemnity insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates and retrospective cover period.

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**2. Fidelity guarantee insurance**

Provide full details of your fidelity guarantee insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates and retrospective cover period.

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### 3. Audited financial statements

Please attach a copy of your most recent and available audited financial statements.

### 4. Similar portfolios

4.1 If you are currently dealing with any similar Water Utility, please provide full details, including names of contactable references and by providing such information approval is therefore granted that these clients may be contacted by Vaal Central Water for reference purposes.

5.

| Name of entity | Contact person | Tel. no. | E-mail |
|----------------|----------------|----------|--------|
|                |                |          |        |
|                |                |          |        |
|                |                |          |        |
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Membership of associations

Are you a member any professional body or association, if yes please provide details?

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### 6. Empowerment

6.1 Empowerment

Provide a certified copy of your BBBEE status, statement on your policy regarding empowerment of the previously disadvantaged sector and of SMME's.

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## **7. Operating Company information**

Indicate which company, division or branch will be responsible for the execution of the contract, if appointed.

7.1 Name:

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7.2 Physical address:

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7.3 Postal address:

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7.4 Telephone/cell/facsimile numbers and e-mail:

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7.5 Income tax reference number:

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7.6 VAT registration number:

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7.7 Company registration number:

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7.8 Chief Executive Officer/Managing Director and contact details:

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- 7.9 Structure of division responsible to service Vaal Central Water i.e. Regional Manager, account executive, technical and claims management available in Bloemfontein:

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- 7.10 Names of account executive(s) and support staff that will be responsible for Vaal Central Water's account:

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## **8. National skills development**

- 8.1 Is your organisation registered with the Department of Labour or other relevant body as a training provider in internal audit?

If so, please provide full details and proof of registration.

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## **9. Service and remuneration**

- 9.1 Service Provider full details of the services you propose providing and the extent of such services.

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## 9.2 Remuneration

9.2.1 Provide full details of your remuneration requirements, per item, according to the scope of services.

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9.2.2 Provide details of services that are not expressly catered for and the basis upon which you would require to be remunerated if Vaal Central Water required and appoint you for such services.

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## 10. Municipal accounts

Please provide copies of your most recent municipal services accounts i.e. head office as well as the branch that will support Vaal Central Water should your entity be appointed.

The accounts should not be older than three months.

Should there be any arrears longer than three months, then proof should be provided of the agreement with the applicable municipality in this regard.

**11. Central Suppliers Database**

Please provide copies of CSD Summary Report as well as Suppliers Number document.

I/We, the undersigned, hereby confirm that all fees and any prices, for or any remuneration quoted as well as cover conditions are firm and binding from 01 July 2023 until 30 July 2024.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_  
Full names and signatures

\_\_\_\_\_  
Who also confirms that he/she is duly authorised to do so

Witness        1. \_\_\_\_\_

Witness        2. \_\_\_\_\_

**OMISSIONS AND VARIATIONS FROM VAAL CENTRAL WATER’S SPECIFICATIONS, CONDITIONS AND REQUIREMENTS (TO BE COMPLETED BY TENDERER)**

Tenders will be held responsible in accordance with Vaal Central Water’s specifications/conditions/requirements as included in this tender document except in the respect as stated hereunder and the output will be subject to rejection if it is found on delivery or during the period of cover that it does not comply with Vaal Central Water’s specifications/requirements and any deviation is subjected to prior approval in writing by the duly authorised official of Vaal Central Water.

If the tender is in accordance with Vaal Central Water’s specifications/conditions/requirements in all respects, the tenderer must state so here:

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Name of tender:

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Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

Full names and signatures

\_\_\_\_\_  
Who also confirms that he/she is duly authorised  
to do so

Witness      1.

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Witness      2.

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## PART A INVITATION TO BID

|                                                                                                                                                                                                                            |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                           |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| BID NUMBER:                                                                                                                                                                                                                | VCW418/ST136/26                                                                    | CLOSING DATE: | 07 May 2026                                                       | CLOSING TIME:                                            | 12:00                                                                                                |
| DESCRIPTION                                                                                                                                                                                                                | Provision of Short-Term Insurance for Period of 36 Months                          |               |                                                                   |                                                          |                                                                                                      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| 2 MZUZU STREET, PELLISSIER, BLOEMFONTEIN AT SECURITY ENTRANCE                                                                                                                                                              |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
|                                                                                                                                                                                                                            |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
|                                                                                                                                                                                                                            |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
|                                                                                                                                                                                                                            |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                    |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |                                                          |                                                                                                      |
| CONTACT PERSON                                                                                                                                                                                                             |                                                                                    |               | CONTACT PERSON                                                    |                                                          |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                           |                                                                                    |               | TELEPHONE NUMBER                                                  |                                                          |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                           |                                                                                    |               | FACSIMILE NUMBER                                                  |                                                          |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                             |                                                                                    |               | E-MAIL ADDRESS                                                    |                                                          |                                                                                                      |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| NAME OF BIDDER                                                                                                                                                                                                             |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| POSTAL ADDRESS                                                                                                                                                                                                             |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| STREET ADDRESS                                                                                                                                                                                                             |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                           | CODE                                                                               |               | NUMBER                                                            |                                                          |                                                                                                      |
| CELLPHONE NUMBER                                                                                                                                                                                                           |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                           | CODE                                                                               |               | NUMBER                                                            |                                                          |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                             |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                    |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                 | TAX COMPLIANCE SYSTEM PIN:                                                         |               | OR                                                                | CENTRAL SUPPLIER DATABASE No:                            | MAAA                                                                                                 |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?                                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                  |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                 |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                      |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                  |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |                                                                                    |               |                                                                   |                                                          |                                                                                                      |

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number.....

Closing Time 12:00

Closing date.....

OFFER TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID.

| <b>Scope</b>                                                      | <b>Values –<br/>replacement cost</b> | <b>Premium</b> | <b>Deductible/Excess</b> |
|-------------------------------------------------------------------|--------------------------------------|----------------|--------------------------|
| Assets - All Risks                                                | R2 450 000 000                       |                |                          |
| Plant – All Risks                                                 | R40 000 000                          |                |                          |
| Pipeline & Reservoirs                                             | R15 000 000 000                      |                |                          |
| Public/Third party Liability                                      | R40 000 000                          |                |                          |
| Director and Officers<br>Liability                                | R100 000 000                         |                |                          |
| Group Personnel Accident<br>and Benefits                          | R5 000 000                           |                |                          |
| Comprehensive Motor<br>insurance including roadside<br>assistance | R200 000 000                         |                |                          |
| Marine Hull                                                       | R150 000                             |                |                          |
| SASRIA                                                            |                                      |                |                          |
| Business interruption                                             | R200 000 000                         |                |                          |
| Employment Practices<br>Liability                                 | R10 000 000                          |                |                          |
| Professional Indemnity                                            | R5 000 000                           |                |                          |
| Environmental liability<br>insurance                              | R40 000 000                          |                |                          |
| Product Liability                                                 | R40 000 000                          |                |                          |
| Commercial Crime                                                  | R50 000 000                          |                |                          |

|                                     |             |  |  |
|-------------------------------------|-------------|--|--|
| Cyber                               | R25 000 000 |  |  |
| Other - recommended                 |             |  |  |
| Broking fee (inclusive of all cost) |             |  |  |
| VAT – 15%                           |             |  |  |
| <b>TOTAL COST</b>                   |             |  |  |

- 
- Required by: .....
  - At: .....  
.....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  
\*Delivery: Firm/not firm
  - Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

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

- 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:

.....  
 .....

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

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

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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

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**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,  
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

| CATEGORIES OF PEOPLE HISTORICALLY DISADVANTAGED INDIVIDUALS                                                                        | Requirements                                                                                                                                                                                                                                                                                                    | Number of points (80/20 system) |                               |   |   |   |    |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------|---|---|---|----|
| Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)                    | Certified ID copy and CIPC registration/ CSD report                                                                                                                                                                                                                                                             | 3                               |                               |   |   |   |    |
| Women (more than 50% ownership)<br>Or<br>Youth (more than 50% ownership)<br>Or<br>People with disability (more than 50% ownership) | Certified ID copy and CIPC registration/ CSD report<br>Certified ID copy and CIPC registration/ CSD report<br>Medical report sanctioned by qualified professional and CIPC registration/ CSD report                                                                                                             | 2                               |                               |   |   |   |    |
| Located in a specific local area of supply for work to be done<br><br>Free State and Northern Cape Provinces                       | Official Municipal Rates Statement which is in the name of the bidder<br>Or<br>Valid Lease agreement which is in the name of the bidder (accompanied by owners Official Municipal Rates Statement)<br>Or<br>Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder | 10                              |                               |   |   |   |    |
|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                 |                               |   |   |   |    |
|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                 | CATEGORIES OF RDP GOALS       |   |   |   |    |
| Promotion of BBBEE companies                                                                                                       | Sworn affidavits/ CIPC/ BBBEE certificate                                                                                                                                                                                                                                                                       | 5                               | BBBEE level                   | 1 | 2 | 3 | 4+ |
|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                 | Points (80/20)                | 5 | 2 | 0 | 0  |
|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                 | Please tick applicable column |   |   |   |    |
|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                 |                               |   |   |   |    |
|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                 | Total Points                  |   |   |   |    |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited

- ☐ Non-Profit Company  
☐ State Owned Company  
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

|                          |                                             |
|--------------------------|---------------------------------------------|
|                          | .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> | .....                                       |
| <b>DATE:</b>             | .....                                       |
| <b>ADDRESS:</b>          | .....                                       |
|                          | .....                                       |
|                          | .....                                       |
|                          | .....                                       |

## **STANDARD CONDITIONS OF TENDER**

### **1. GENERAL**

#### **1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

#### **1.2 Tender documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **1.3 Interpretation**

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the conditions of tender.

1.3.2 The conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

#### **1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **1.5 The Employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

## **2. TENDERER'S OBLIGATIONS**

### **2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

### **2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

### **2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **2.7 Site visit and clarification meeting**

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.

### **2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **2.10 Pricing the tender offer**

2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

## **2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **2.12 Alternative tender offers**

2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## **2.13 Submitting a tender offer**

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in BLACK INK.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

## **2.14 Information and data to be completed in all respects**

Accept that the tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.

## **2.15 Closing time**

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

## **2.16 Tender offer validity**

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

## **2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

## **2.18 Provide other material**

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.

2.18.2 Dispose of samples of materials, where required.

## **2.19 Inspections, test and analysis**

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

**2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**END OF SECTION**

**VAAL CENTRAL WATER**

**VCW418/STI36/26**

**PROVISION OF SHORT-TERM INSURANCE FOR PERIOD OF 36 MONTHS**

|                                               |
|-----------------------------------------------|
| <b>PART C1 : AGREEMENTS AND CONTRACT DATA</b> |
|-----------------------------------------------|

|             |                                                            |                |
|-------------|------------------------------------------------------------|----------------|
| <b>C1.1</b> | <b>Form of Offer and Acceptance .....</b>                  | <b>C1 - 2</b>  |
| <b>C1.2</b> | <b>Contract Data .....</b>                                 | <b>C1 - 7</b>  |
|             | <b>Part 1: Data provided by the Employer .....</b>         | <b>C1 - 7</b>  |
|             | <b>Part 2: Data provided by the Service Provider .....</b> | <b>C1 - 10</b> |
| <b>C1.3</b> | <b>Standard Professional Services Contract.....</b>        | <b>C1 - 11</b> |

## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the outline the appointment of consulting engineers for .....

The Tenderer, identified in the Offer signature block, 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 Service Provider 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 VAT IS:

(in words) .....Rand.

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

.....  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Signatures

Name(s)

Capacity

Vaal Central Water, 2 Mzuzu Street, Pellissier, 9322

**for the  
Employer**

Name &  
signature of  
witness

Date

## Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such an agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

|           |       |
|-----------|-------|
| 1 Subject | ..... |
| Details   | ..... |
|           | ..... |
|           | ..... |
| 2 Subject | ..... |
| Details   | ..... |
|           | ..... |
|           | ..... |
| 3 Subject | ..... |
| Details   | ..... |
|           | ..... |
|           | ..... |
| 4 Subject | ..... |
| Details   | ..... |
|           | ..... |
|           | ..... |
| 5 Subject | ..... |
| Details   | ..... |
|           | ..... |

## **CONFIRMATION OF RECEIPT**

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the \_\_\_\_\_ (day) of \_\_\_\_\_(month) 20\_\_\_\_\_(year) at \_\_\_\_\_  
\_\_\_\_\_ (place)

### **For the Audit Firm:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

### **Signature and name of witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name