CCMA/2026/04/IA (A)

PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES FOR THE CCMA FOR A PERIOD OF THIRTY- SIX (36) MONTHS (RE-ADVERTISEMENT)

A Compulsory Briefing Session will be held as follows:

Date: 12 November 2026 at 10:00 AM Through Microsoft Teams (Virtual)

Bid Closing Date, time and venue:

26 November 2026 at 11:00 AM

at CCMA National Office, 28 Harrison Street, JCI Building, 12th Floor, Johannesburg

(Deposit in the tender box)

COMPULSORY BRIEFING SESSION:

BELOW IS THE LINK TO ACCESS THE COMPULSORY BRIEFING SESSION

(ctrl+click)

Microsoft Teams meeting

Join:

https://teams.microsoft.com/meet/383917684386749?p=RXXhue32Syrh8jlhaE

Meeting ID: 383 917 684 386 749

Passcode: 8Nz2Bx3z

It is the responsibility of bidders to ensure that they can access the briefing link before the briefing session.

FAILURE TO ATTEND THE VIRTUAL BRIEFING SESSION WILL LEAD TO DISQUALIFICATION OF THE BID

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SECTION 1: GENERAL CONDITIONS OF BID

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1. Proprietary Information

CCMA considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to CCMA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of CCMA.

2. Enquiries

2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name:	Mr. Phathutshedzo Mulandana
Telephone Number:	+27 11 377 6717
Email address:	Tenderenquiries@ccma.org.za

2.2 Closing date for enquiries in relation to this RFP will be **17 November 2026 at 16:00**.

2.3 The enquiries will be consolidated, and CCMA will issue one response and such response will be posted, within two days after the last day of enquiries, onto the CCMA website (www.ccma.org.za) under tenders i.e. next to the same RFP document.

2.4 The CCMA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the CCMA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the day after the bid closing date.

4. Instructions on submission of Bids

4.1 Bids should be submitted as 2 hard copies (original and copy) and one electronic copy (on USB) in PDF format all bound in a sealed envelope endorsed, **CCMA/2026/04/IA (A): PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES FOR THE CCMA FOR A PERIOD OF THIRTY-SIX**

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(36) MONTHS (RE-ADVERTISEMENT). The sealed envelope must be placed in the bid box at the Main Reception area of the CCMA National Office, 28 Harrison Street, JCI Building, 12th Floor, Johannesburg, 2001 by no later than **11:00 AM [Telkom time] on 26 November 2026.**

4.2 Bids must be submitted in the prescribed response format, herein reflected as **Response Format.**

4.3 The bid closing date, bidder name and the return address must also be endorsed on the envelope.

4.4 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box found on the 12th floor Reception area, JCI Building, 28 Harrison Street, Johannesburg, 2001. **The CCMA will not be held responsible for any delays where bid documents are handed to the CCMA Receptionist/ officials.**

4.5 No bid response received by telegram, telex, email, facsimile or similar medium will be considered.

4.6 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the CCMA's policy not to consider late bids for tender evaluation.**

5. Preparation of Bid Response

5.1 All the documentation submitted in response to this RFP must be in English.

5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.

5.3 Bids submitted by bidders which are, or comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none of their documents are missing or duplicated. No liability will be accepted by CCMA in regard to anything arising from the fact that pages/documents of a bid are missing or duplicated.

5.5 A valid Tax Clearance Certificate with the tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status.

5.6 All bidders must be registered on the Central Supplier Database (CSD) prior to submitting bids and include in their bid a copy of their Master Registration Number (Supplier Number) in order for CCMA to verify the bidder's tax status on CSD and other Governing compliances.

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6. Supplier Performance Management

Supplier Performance Management is viewed by the CCMA as a critical component in ensuring value for money acquisition and good supplier / or service provider relations between the CCMA and all its suppliers.

The successful bidder shall, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the CCMA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier 's performance and ensure effective delivery of service, quality and value-add to CCMA's business.

7. Supplier Development

The CCMA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the CCMA and the successful bidder.

8. CCMA's Rights

8.1 The CCMA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the CCMA has record of such bidders, may be advised in writing of such amendments in good time and any such changes will be posted on the CCMA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

8.2 The CCMA reserves the right not to accept the lowest priced bid or any bid in part or in whole. The CCMA normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the CCMA in line with the bid specification.

8.3 The CCMA reserves the right to award this bid as a whole or in part.

8.4 The CCMA reserves the right to verify the validity of any submitted documents during the evaluation process and to request clarification i.e., reference letter, certificates, or qualifications. Any document that cannot be verified by the CCMA will not be considered for evaluation purposes, and no points will be allocated in respect of such document.

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8.5 The CCMA reserves the right to consider the guidelines for consultants as provided in the **National Treasury Instruction 01 of 2024/2025: Cost Containment Measures**, where relevant.

8.6 The CCMA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the CCMA to conduct background checks on the bidding entity and any of its directors / trustees / shareholders / members.

8.7 Any bidder found to have submitted fraudulent, false, or misleading information may be disqualified from the bid process. The CCMA reserves the right to report such matters to National Treasury in terms of SCM Instruction No. 03 of 2021/22 and may take further action, including referral for criminal investigation where applicable.

9. Undertakings by the Bidder

9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the CCMA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

9.2 The bidder may be required to attend an interview should CCMA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such interview may include a practical demonstration of understanding products or services as called for in this RFP.

9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the CCMA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

9.5 It is the responsibility of the bidder to ensure that all supporting documentation submitted as part of the bid is valid and compliant with the requirements of this bid at the closing date.

9.6 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with CCMA, as the principal(s) liable for the due fulfilment of such contract.

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9.7 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become CCMA property unless otherwise stated by the bidder/s at the time of submission.

10. Reasons for disqualification

10.1 The CCMA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:

10.1.1 Bidders who fail to comply with the National Treasury Directives with regard to Tax Compliance Matters;

10.1.2 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;

10.1.3 Bidders who submit information that is fraudulent, factually untrue or inaccurate;

10.1.4 Bidders who receive information not available to other potential bidders through fraudulent means;

10.1.5 Bidders who do not comply with ***mandatory requirements*** if stipulated in the RFP document; and/or

10.1.6 Bidders who fail to attend a compulsory briefing session if stipulated in the tender advert and/ or in this RFP document.

11. Response Format (Returnable Schedules)

Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly marked):

11.1 **Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

11.2 **Schedule 1:**

11.2.1 Executive Summary

11.2.2 RFP document (duly completed and signed)

11.2.3 Copy of Company Registration Documents

11.2.4 Copy of Identity Documents of the owner(s)

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11.2.5 Proof of Medical Certificate confirming disability of the owner(s) (if applicable)

11.2.6 Latest Central Supplier Database Report

11.3 Schedule 2

11.3.1 Valid tax clearance certificate(s), A tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status;

11.3.2 Annexure 2: SBD 1 (duly completed and signed)

11.3.3 Annexure 3: SBD 3.3 (duly completed and signed);

11.3.4 Annexure 4: SBD 4 (duly completed and signed);

11.3.5 Annexure 5: SBD 6.1 (duly completed and signed)

11.3.6 Annexure 6: SBD 7.2 (duly completed and signed);

11.3.7 Annexure 7: CCMA's Standard Condition of bid and General Condition of Contract (signed)

11.3.8 Annexure 8: POPIA consent form (duly completed and signed)

11.3.9 Financial Statements for the latest financial year signed by an independent registered Accountant.

11.3.10 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

11.3.11 BBBEE Certificate

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (11.3.1 - 11.3.6) must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

11.4 Schedule 3:

11.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

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12. Bid Proposals screening

Bids shall be screened in terms of the following process and conditions:

12.1 Initial Screening: During this phase, bid responses will be reviewed for the purposes of assessing compliance with RFP requirements including the general bid conditions, which requirements include the following:

- Submission of a valid Tax Clearance Certificate with a tax compliance status PIN.
- Submission of Company Registration Documents.
- Submission of copy of Identity Document(s).
- Proof Medical Certificate confirming disability of the owner(s) (if applicable).
- Submission of the latest Central Supplier Database report.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP.

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SECTION 2: INTRODUCTION AND BACKGROUND

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1 INTRODUCTION AND BACKGROUND

1. INTRODUCTION

1.1. The mandate of the Commission for Conciliation, Mediation, and Arbitration (CCMA) is espoused by the Labour Relations Act, 1995 (Act No.66 of 1995) as amended (the LRA), to deliver expeditious social justice to the challenging South African labour market. The CCMA's Head Office is in Johannesburg, while it is represented in other Provinces as Provincial and Regional Offices.

2. BACKGROUND

2.1 The CCMA seeks to appoint an authorised Financial Services Provider (FSP), registered as a Short-Term Insurance Broker, with demonstrable experience and capacity to provide short-term insurance brokerage services to the CCMA for a period of three (3) years commencing on 1 May 2027 and ending on 30 April 2030.

3. INVITATION TO BIDDER

3.1. Bidders are hereby invited for the Provision of short-term insurance brokerage services to the CCMA. The successful bidder will be appointed as the CCMA's insurance broker and will be responsible for providing brokerage, advisory, intermediary, insurance placement, claims administration, annual insurance renewal management, insurer engagement and representation of the CCMA with insurers, underwriters and reinsurers.

3.2. The appointed Broker shall provide brokerage services over a three (3) year contract period. During each annual insurance renewal cycle, the Broker shall review the CCMA's insurance requirements, obtain quotations from appropriate insurers and underwriters, negotiate competitive terms and premiums, recommend the most suitable insurance programme, and facilitate the placement and ongoing management of the insurance portfolio. The CCMA may conduct reference checks/ verification at any stage of evaluation.

3.3. Any misrepresentation will result in a potential bidder being disqualified and excluded from any further involvement in this process.

3.4. **Special Condition for Current Service Providers:**

Should the bidder be an existing service provider to the CCMA, reference checks will include an evaluation of the current services being provided. The CCMA will use the bidder's existing performance as a reference to assess compliance with service standards.

4. BID SPECIFICATION PROPOSAL

4.1 SCOPE OF WORK

4.2.1 The Provision of short-term insurance brokerage services over the contract period must include general services related to the placement, maintenance and administration of the insurance portfolio.

4.2.2 The Broker must demonstrate established insurer and underwriter market access capability, including access to local and/or international insurers, underwriters, and reinsurers where specialised insurance solutions are required.

4.2.3 A Service Plan must be drawn annually at the inception of a new insurance period, detailing the actions to be taken in accordance with the Annual Placement Programme as well as an Annual Maintenance Programme for claims administration.

4.2.4 Advise the CCMA on emerging insurance products, specialised insurance solutions, market developments, and evolving risk exposures affecting the public-sector insurance environment.

4.2.5 The appointed Broker will be responsible for / required to perform the following actions as and when required:

- Internal and external discussions to set the annual renewal of the placement of the insurance portfolio.
- Insurance meetings must take place on a monthly basis or as and when required.
- Review existing placement cover mitigating risks.
- Review cover, limits and sums insured.
- Re-negotiations and market exercise to obtain renewal terms.
- Submit their Insurance Claim's manual/equivalent
- Pre-renewal meeting to discuss excess structures and alternatives of renewal.
- Renewal follow-up on alternative quotations.
- Presentation of renewal terms and recommended options.
- Confirmation of placement and 100% cover of the services sought.
- Confirmation of credit rating of insurance and reinsurance markets.
- Premium allocations on recommended aggregates and service/broker fees.
- Compilation of a detailed insurance manual as well as a full summary on cover, limits, conditions and exclusions.
- Compilation of and underwriting claims procedural manual in respect of staff and updates.
- Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insurers.
- Day-to-day correspondence and queries.
- Monitor premium payments and refunds in accordance with accounts and statements.

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- Training relating to insurance policies and procedures must be provided upon written request by the CCMA.
- Provide advisory services relating to CCMA insurance matters as reasonably required for operational purposes.
- Provide specialised outsourced insurance services as required by the CCMA.
- Manage run-off claims.
- To assist in the preparation of the CCMA insurance presentation to explain covers and value-added products approximately two times per annum (bi-annual).
- Engagements with the CCMA Risk Management Unit regarding insurance advice and quotations for new and existing business must be conducted upon written request by the CCMA
- Appointing loss adjusters.
- The Broker will acknowledge receipt of claim(s) forms and confirm all claims in writing to the CCMA within 48 hours after receipt of the incident notification.
- The insurer must provide an Agreement of Loss to the CCMA Risk Management Unit within seven (7) days after receipt of required documentation from the CCMA.
- In cases where no Agreement of Loss is applicable, the final invoice will be submitted by the CCMA within a reasonable time.
- The Broker will administer on behalf of the CCMA all claims (i.e. obtaining reports, invoices, quotations and damage reports etc).
- The Broker will provide statistics on all claims/declarations made per month, not later than the five (5) working days of the following month, to the Risk Management Unit.
- The Broker shall maintain valid underwriting arrangements throughout the duration of the CCMA contract and shall immediately notify the CCMA of any termination, expiry or change to such arrangements. Replacement underwriting arrangements, where required, must be provided to ensure uninterrupted insurance cover.
- The Broker will schedule and coordinate claims meetings when required (ad-hoc) by the Risk Management Unit to discuss all claims as per the policy on Insurance Management and to monitor the progress of all insurance claims reported to and authorised by the insurance underwriters.
- The Broker must provide and maintain an automated electronic claims management system capable of registering, tracking, monitoring, reporting, escalation management and audit trail capability. This is to provide real-time status updates on all CCMA insurance claims from incident reporting to final settlement or closure.
- The Broker must facilitate and manage all claim-related activities with third-party service providers, including but not limited to repairers, assessors, and providers of damage or specialist reports, as

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and when required, on behalf of the CCMA. The Broker shall be responsible for the payment of all associated costs, including excess fees and third-party service provider costs, to ensure the uninterrupted processing of claims. All such costs will be reimbursed to the Broker by the CCMA in accordance with agreed processes.

- Guide the CCMA on measures to mitigate further or repeated losses arising from insured events.

5. MEMBERSHIP OF BIDDER

5.1. The bidder must be registered as an authorised Financial Services Provider and be registered with the Financial Sector Conduct Authority (FSCA) as an authorised Financial Services Provider and be a member of the Financial Intermediaries Association of Southern Africa (FIA).

5.2. Proof of both memberships referred to in 5.1 above must be attached to the completed proposal forms.

6. BIDDERS INSURANCE COVERS

6.1. Bidders must have and maintain adequate insurance cover for the duration of the contract period due to the nature and risk exposure associated with the provision of short-term insurance brokerage services to the CCMA. Bidders must have the following minimum insurance cover in place at the time of bid submission:

- Professional Indemnity Insurance: Minimum cover of R85 000 000.00
- Fidelity Guarantee insurance cover: Minimum cover of R20 000 000.00

6.2. The minimum insurance cover requirements are intended to mitigate potential risks associated with:

- Professional negligence,
- Errors and omissions,
- Fraud or dishonesty,
- Claims administration failures, and
- The rendering of insurance advisory and intermediary services.

6.3. Proof of cover commitment must be attached to the completed proposal and indicate excesses applicable.

6.4. The successful bidder must maintain the required insurance cover for the full duration of the contract and provide proof of renewal upon request by the CCMA.

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7. APPOINTMENT OF INVESTIGATORS, LOSS ADJUSTERS AND ASSESSORS - INCLUSIVE OF DAMAGE REPORT ASSESSOR:

7.1. The bidder must have a mandate with the insurer to appoint an assessor immediately and must submit proof of such.

7.2. The bidder must provide a copy of the damage report for assets per event as and when required at no additional charge in line with 4.1.5 above.

7.3. Should any requirement arise for additional insurance cover(s), specialised insurance products, or amendments to existing insurance arrangements during the contract period, the appointed bidder shall be responsible for advising on any additional insurance covers, sourcing, negotiating, and facilitating such cover(s) on behalf of the CCMA.

8. CLAIMS HANDLING

8.1. The bidder will acknowledge receipt of claims forms and confirm all claims in writing to the CCMA within forty-eight (48) hours after receipt of the incident notification.

8.2. Once all applicable documentation required in processing of the claim has been submitted to the appointed bidder, and if the claim is honoured, an Agreement of Loss must be generated and forwarded to the CCMA Risk Management Unit within a period of seven (7) days.

8.3. In case of the claims being repudiated by the insurer, a report stating such reasons must be furnished to the CCMA Risk Management Unit within seven (7) days after communication to the CCMA that the claim has been repudiated.

8.4. The bidder will administer on behalf of the CCMA all claims (i.e. obtaining reports, invoices, quotations and damage reports, etc).

8.5. The bidder must provide statistics on all claims/declarations made per month, not later than the five (5) working days of the following month, to the CCMA Risk Management Unit.

8.6. Claims handling will be done by the successful bidder in-house and shall not be outsourced.

8.7. The bidder must assign an individual (claims administrator) to handle daily claims, monthly reports and be available to attend meetings as and when needed to resolve queries.

8.8. The bidder shall be responsible for the payment of all associated costs, including excess fees and third-party service provider costs, to ensure the uninterrupted processing of claims. All such costs will be reimbursed to the appointed bidder by the CCMA in accordance with agreed processes.

9. CLAIMS HANDLING SYSTEM

9.1. The bidder must have an automated electronic claims management system capable of:

- registering and tracking claims;
- monitoring claim status updates;

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- generating automated monthly claims reports;
- allocating claims to dedicated claims administrators;
- monitoring outstanding and run-off claims;
- supporting escalation management processes; and
- maintaining audit trail functionality.

9.2. The bidder must provide screenshots and a written description of the claims management system, including its reporting, tracking, escalation and audit trail functionality.

9.3. Shortlisted bidders will be required to conduct a live demonstration or presentation of the proposed claims handling system to validate the system functionality submitted in the proposal.

9.4. The bidder must ensure that the claims management system protects CCMA information and claim-related records against unauthorised access, loss, misuse, alteration or disclosure through appropriate access controls, user permissions, secure document storage, audit trails and data backup arrangements, in line with POPIA, information security and CCMA requirements.

10. COMPANY PROFILE

10.1. A company profile must be submitted, indicating salient factors such as:

- Date business started with the number of years of experience within the insurance industry.
- The information contained within the business registration (CK number) documents and the Central Supplier Database (CSD) must correspond.
- A detailed organisational structure.
- Trade references within the Public Sector insurance brokerage services.
- The bidder must demonstrate access to insurers and underwriting markets, both local and internationally, to secure appropriate insurance cover to the CCMA.
- Demonstration must be through a confirmation letter/certificate for market access capability. The bidder must provide details of the key personnel and the team members (including detailed CVs) allocated to the CCMA account. With their professional capacity to manage a public sector insurance portfolio

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SECTION 3: EVALUATION CRITERIA

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11. EVALUATION OF PROPOSALS - BIDS WILL BE EVALUATED IN FOUR (4) STAGES

11.1. **Stage 1 – Mandatory Compliance**

11.2. **Stage 2 – Functionality Phase 1: Technical Evaluation**

Functionality Phase 2: Live Demonstration

11.3. **Stage 3 – Non-Disclosure Agreement (NDA) and release of confidential information**

11.4. **Stage 4 – Price and Specific Goals**

11.1 MANDATORY COMPLIANCE (STAGE 1)

11.1.1 All mandatory documents must be issued in the legal name of the bidding entity. Where a certified copy is required, certification must be dated, signed and not older than six (6) months as at the bid closing date.

11.1.2 Bidders must provide documentary proof/evidence demonstrating compliance with each mandatory requirement listed in the table below and indicate the relevant reference page(s) in their proposal where the requirement is addressed. Failure to submit proof/evidence for any of the mandatory requirements will result in the bidder being automatically disqualified from further evaluation.

ITEM	DESCRIPTION	REFERENCE IN THE BID DOCUMENT
1.	The bidder must provide proof of: - Professional Indemnity Insurance: Minimum cover of R85 000 000.00 - Fidelity Guarantee insurance cover: Minimum cover of R20 000 000.00 (The onus is on the bidder to convert to ZAR currency should the amount not be converted to ZAR currency, the CCMA will convert using the ruling exchange rate* as at the closing date of the bid) *CCMA will obtain the exchange rate from the South African Reserve Bank	
2.	Provide a letter from the bidder's appointed attorneys, issued on the attorney's official letterhead, confirming whether any material Professional Indemnity, Errors and Omissions, Fidelity Guarantee, fraud, dishonesty, or insurance brokerage-related claims, litigation, or investigations have been instituted against the bidding entity within the past five (5) years.	

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ITEM	DESCRIPTION	REFERENCE IN THE BID DOCUMENT
	Where such matters exist, the letter must: - Briefly describe the nature of the matter. - Confirm the total estimated claim value and other estimated costs where applicable inclusive of legal fees and VAT; and include the latest Audited Annual Financial Statements not older than 12 months. - Confirm that the bidder's Professional Indemnity and Fidelity Guarantee insurance cover remains active and adequate relative to the disclosed exposure. Where no such matters exist, the attorneys must provide written confirmation to that effect. The letter must: - Be signed by an authorised legal representative. - Include the legal representative's contact details; and - Clearly reflect the legal name of the bidding entity submitting the proposal. Failure to disclose material litigation, claims, or investigations may result in disqualification or termination of the contract should such information subsequently come to the attention of the CCMA. ***Note: If the firm has in-house lawyers, this must be clearly stated; the authorised signatory must duly sign the confirmation letter.*** **Audited financial statements will be used to verify and cross-reference disclosures made in attorney confirmation letters, including any pending litigation, claims, contingent liabilities or material legal exposures.** **For purposes of this requirement, "material" means any**	

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ITEM	DESCRIPTION	REFERENCE IN THE BID DOCUMENT
	claim, litigation, investigation or legal exposure that has, or could reasonably have a significant financial impact on the bidder or is recognised or disclosed, or is required to be recognised or disclosed, in the bidder's Audited Annual Financial Statements, including as a provision, contingent liability or any other significant legal exposure	
3.	Confirm bidder's compliance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) by submitting a signed letter on the bidder's official company letterhead, duly signed by an authorised company representative.	
4.	Provide proof of registration of the bidding entity with the Financial Sector Conduct Authority (FSCA) as an authorised Financial Services Provider (FSP). The proof submitted must: - Certified true copy and be issued in the legal name of the bidding entity submitting the proposal. - Clearly reflect the FSP licence number; and be valid and active at the closing date of the bid. *The FSP licence must be valid and active throughout the contracting period of the appointed bidder. CCMA reserves the right to verify the registration details with FSCA.	
5.	Membership of the company to the Financial Intermediaries of Southern Africa (FIA) to be attached. The proof submitted must: - Certified true copy and be issued in the legal name of the bidding entity submitting the proposal; and - be valid and active at the closing date of the bid. ***Bidders must provide proof of FIA membership or confirmation from the FIA that their membership is active and in good standing at the time of submission**.	

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ITEM	DESCRIPTION	REFERENCE IN THE BID DOCUMENT
6.	The bidder must provide valid Service Provider agreements currently in place with the proposed underwriter(s) Where such agreements cannot be provided, a letter from the respective underwriter(s) duly signed by an authorised representative, confirming that a valid service provider agreement is currently in place with the bidder, must be submitted. The agreements or confirmation letters must: - be issued in the legal name of the bidding entity submitting the proposal; and - be valid and active at the closing date of the bid. (The bidder must provide a valid underwriting agreement or confirmation letter from the underwriter(s), signed by an authorised representative, confirming that the underwriting arrangement is active and valid as at the bid closing date and indicating the contract end date of the arrangement). - contact person for validation purposes.	

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11.2 FUNCTIONALITY / TECHNICAL EVALUATION (STAGE 2)

The functionality evaluation will be conducted in two (2) phases as follows:

11.2.1 Phase 1: Technical functionality evaluation.

- Bidders must achieve a minimum threshold of 45 out of 60 points in Phase 1 to qualify to proceed to Phase 2 of Live Demonstration / Presentation.

11.2.2 Phase 2: Live Demonstration/Presentation

- Bidders must achieve a minimum threshold of 30 out of 40 points in Phase 2 to qualify to proceed to the next evaluation process.
- Bidders who score below a minimum threshold of 30 out of 40 points will not be considered further in the evaluation process.

The evaluation of the functionality of the bids will be assessed as per the criteria contained in the table below.

EVALUATION OF FUNCTIONALITY		
	CRITERIA	**WEIGHT**
Phase 1		
1.	**Company Profile, Methodology and Contactable References** The profile must include: • The bidder must submit a company profile demonstrating relevant experience in providing short-term insurance brokerage services, including experience within the public sector operational environments. **(10 points)** *Demonstrate relevant experience in short-term insurance brokerage services through substantiating evidence (Purchase Orders, Contracts or Award Letters) ❖ 8 – 10 years relevant experience = 10 points ❖ 4 – 7 years relevant experience = 5 points ❖ 1 – 3 years of relevant experience = 1 point ❖ 0 year of relevant experience = 0 point The bidder must provide a detailed Methodology demonstrating how the required services will be delivered in line with the scope of work and the CCMA's operational requirements. The methodology must include: • Full information on the services that will be provided in line with the scope of work. **(10 points)** ❖ insurance renewal and placement approach; ❖ claims administration and reporting processes; ❖ insurer and underwriter engagement approach; ❖ claims escalation and turnaround processes and; ❖ support services provided to the CCMA. • All five methodology components comprehensively addressed **= 10**	**30**

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EVALUATION OF FUNCTIONALITY		
	CRITERIA	**WEIGHT**
Phase 1		
	points • Four components addressed **= 8 points;** • Three components addressed **= 6 points;** • Two components addressed **= 4 points;** • One component addressed **= 2 points** • No responsive methodology submitted **= 0 points** The bidder must submit contactable Trade reference letters within the Public Sector from current and/or previous clients not older than five (5) years where short-term insurance brokerage services were rendered. **(10 points)** • The reference letters from the clients must include: o Be on the client's official company letterhead o Include the client/company name o Authorised contact person o Contactable telephone numbers and/ or email address o Confirm the nature of services rendered 5 clients with contactable reference letters **= 10 points** 4 clients with contactable reference letters **= 8 points** 3 clients with contactable reference letters **= 6 points** 2 clients with contactable reference letter = **4 points** 1 client with contactable reference letter = **2 points** No contactable reference letter **= 0** **NB: Failure to provide the reference letters addressing all the above-mentioned requirements will result in the bidder not being scored** **CCMA reserves the right to verify the reference letters with the client.** **In a case where the client does not confirm issuance no points will be**	

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EVALUATION OF FUNCTIONALITY		
	CRITERIA	**WEIGHT**
Phase 1		
	allocated. **Also note that where current CCMA service providers have negative/poor supplier performance evaluations or bad reference(s), a penalty of 03 points will be applied (See 3.4 under Special Conditions Current Service Providers).** **Negative score will revert to zero points.**	
2.	**Qualifications and Industry experience of the bidder's team** The bidder must demonstrate its ability to assign dedicated and suitably qualified personnel to manage the CCMA account. **(30 points)** • Bidders must submit comprehensive CVs and supporting qualifications, professional certifications and FAIS compliance evidence where applicable, for each of the following assigned personnel: ❖ Director / Regional Manager; ❖ Key Account Manager; and ❖ Claims Administrator. For purposes of this criterion, relevant insurance industry experience means experience in short-term insurance brokerage services, insurance placement, claims administration, insurance portfolio management, policy renewals, insurer/underwriter engagement, or insurance advisory services. The submitted CVs must clearly show the number of continuous years of relevant insurance brokerage services industry experience and contactable references. Qualifications must be supported by copies of certificates or proof of completion. The personnel listed in the proposal must be of those that will be assigned to the CCMA account. Any replacement of assigned personnel after appointment must be approved by the CCMA.	**30**

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EVALUATION OF FUNCTIONALITY		
	CRITERIA	**WEIGHT**
Phase 1		
	N.B: Multiple roles will not be allowed, and years of experience refers to the number of continuous years of involvement within Insurance Management. • **Experience of Director / Regional Manager (5 points)** ❖ 10 years or more relevant insurance industry experience **= 5 points** ❖ 8 years but less than 10 years relevant insurance industry experience **= 4 points** ❖ 6 years but less than 8 years relevant insurance industry experience = **3 points** ❖ 4 years but less than 6 years relevant insurance industry experience = **2 points** ❖ Less than 4 years of relevant insurance industry experience **= 1 point** ❖ No relevant experience submitted **= 0** • **Qualifications of Director / Regional Manager (5 points)** ❖ NQF 7 with qualification in Insurance, Risk Management, Finance, Commerce, Law (i.e. within relevant insurance industry) **= 5 points** ❖ NQF 6 with qualification in Insurance, Risk Management, Finance, Commerce, Law (i.e. within relevant insurance industry) **= 3 points** ❖ NQF 5 qualification (i.e. within relevant insurance industry) **= 1 point** ❖ No relevant qualification submitted **= 0**	

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EVALUATION OF FUNCTIONALITY		
	CRITERIA	**WEIGHT**
Phase 1		
	• **Experience of Key Accounts Manager (5)** ❖ 5 years or more relevant insurance industry experience = **5 points** ❖ 4 years but less than 5 years relevant insurance industry experience **= 4 points** ❖ 3 years but less than 4 years relevant insurance industry experience **= 3 points** ❖ 2 years but less than 3 years relevant insurance industry experience **= 2 points** ❖ Less than 2 years relevant insurance industry experience **= 1 point** ❖ No relevant experience submitted **= 0**	
	• **Qualifications of Key Accounts Manager (5)** ❖ NQF 7 qualification in Insurance, Risk Management, Finance, Commerce, Law and FAIS compliance (i.e. within relevant insurance industry) **= 5 points** ❖ NQF 6 qualification in Insurance, Risk Management, Finance, Commerce, Law (i.e. within relevant insurance industry) = **3 points** ❖ NQF 5 qualification (i.e. within relevant insurance industry) = **1 point** ❖ No relevant qualification submitted **= 0**	
	• **Experience of Claims Administrator (5)** ❖ 5 years or more relevant insurance claims administration experience **= 5 points** ❖ 4 years but less than 5 years relevant insurance claims administration experience **= 4 points**	

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EVALUATION OF FUNCTIONALITY		
	CRITERIA	**WEIGHT**
Phase 1		
	❖ 3 years but less than 4 years relevant insurance claims administration experience **= 3 points** ❖ 2 years but less than 3 years relevant insurance claims administration experience **= 2 points** ❖ Less than 2 years relevant insurance claims administration experience **= 1 point** ❖ No relevant experience submitted **= 0** • **Qualification of Claims Administrator (5 points)** ❖ NQF4 (Matriculation certification) **= 5 points** ❖ Below NQF 4 no points will be awarded (Non-Matriculation Certification) **= 0** **Note:** If any of the allocated Human Resources are no longer available to service the project, a replacement resource must meet the same requirements, and the CCMA must be notified in writing and consent to the change. The notification must include the CV of the proposed replacement resource.	
	Total points	**60**

Bidders who score below a minimum threshold of 45 out of 60 points will not proceed to Phase 2 and will not be considered further in the evaluation process.

CRITERIA		**WEIGHT**
Phase 2		
Live Demonstration / Presentation The bidder must demonstrate that it has an automated electronic claims management system capable of managing and monitoring claims submitted by the CCMA.		**40**

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The system must be able to support claims registration, claims tracking, monitoring of outstanding and run-off claims, reporting, status updates, allocation of claims to responsible personnel, escalation management, and audit trail functionality. • Bidders will be expected to demonstrate their capability to provide a Claims Handling System for the CCMA's insurance claims. The system must be able to: - capture and register claims received/reported; - track the status and progress of claims; - generate monthly claims reports; - provide automated feedback or notifications on claim status; - allocate claims to a responsible claims' administrator; - monitor outstanding and run-off claims; - records escalation and follow-up actions; and - maintain an audit trail of claims activity. - system protects the CCMA information and claim-related records against unauthorised access, loss, misuse, through appropriate access controls, user permissions, secure document storage in line with POPIA and information security. • **Bidders will be evaluated based on the following criteria:** ❖ Presentation demonstrates evidence of an automated electronic claims management system aligned to the criterion set-up above. **= 35 points** ❖ Presentation demonstrates evidence of an electronic claims system but limited evidence to the criterion set-up above. **= 15 points** ❖ Presentation demonstrates limited evidence of a claims system, or the system is mainly manual and does not sufficiently demonstrate the criterion set-up above. **= 5 points**	

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• Ability to answer the questions of the Committee satisfactorily **= 5 points** ❖ 5= Excellent ❖ 4 = Very good ❖ 3 = Average ❖ 2 = Below average ❖ 1 = Poor	
Total points	**40**

Note: CCMA reserves the right to invite bidders for presentations before the award of the bid.

11.3 NON-DISCLOSURE AGREEMENT (NDA) (STAGE 3)

11.3.1 Bidders who have met the minimum functionality threshold and require access to confidential CCMA information for the purposes of the bid process, must sign the CCMA approved Non-Disclosure Agreement (NDA) before the information is disclosed.

11.3.2 CCMA will issue the NDA, obtain and retain the signed agreements, and coordinate with the relevant bidders. Disclosure will be limited to information necessary for the bid process, with equivalent information made available to bidders participating in the bid.

11.3.3 The NDA will restrict the use and disclosure of confidential CCMA information for the authorised purpose.

Note:

Bidders who fail to sign and submit the NDA will not proceed to the next stage of the bid process.

11.4 PRICE AND SPECIFIC GOALS (STAGE 4)

Price Evaluation The proposals will be evaluated in terms of the 80/20 evaluation principle, in line with Preferential Procurement Policy Framework Act and Preferential Procurement Regulations (PPR) 2022, where 80 points is allocated for price and the 20 points will be allocated to promote the CCMA goals on ownership.	

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Points allocated for Price	**80**
Points allocated for Specific Goals	**20**
TOTAL FOR PRICE and SPECIFIC GOALS	**100**

11.4.1 The applicable preference point system for this tender is the 80/20 through the applicable Preferential Procurement Regulations principles aligned with the set evaluation thresholds determined by the National Treasury. The evaluation criteria shall be in terms of the Preferential Procurement Policy Framework Act No.5 of 2000 and Preferential Procurement Regulations (PPR) 2022 provisions that have specific goals as contemplated in section 2(1)(d) of the Act., where 80 points are allocated for price and 20 points will be allocated to promote the CCMA goals on ownership.

a) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- Price; and
- Specific Goal(s).

11.4.3 The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific Goal(s)	20
Total points for Price and Specific Goals	100

11.4.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for Specific Goal(s) with the tender, will be interpreted to mean that preference points for Specific Goal(s) are not claimed.

11.4.5 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.

11.4.6 The CCMA reserves the right, prior to final recommendation, to enter into price negotiations with the highest scoring bidder.

11.5 PRICING SCHEDULE

BROKER FEES

11.5.1 Furnish as part of the proposal with the three-year broker fee proposal (This fee must include all related short-term insurance brokerage services in line with section 4.1 above, i.e. placement, maintenance & administration of the insurance portfolio including asset damage report as and when required):

11.5.2 The brokerage fee must include all costs (including VAT, where applicable) and the annual increases must be limited to the Consumer Price Index (CPI)* for the full duration of the contract (3 years).

*CPI must be calculated at the average amount at the time of the bid.

Year 1	Broker fee inclusive of VAT	R
Year 2	Broker fee inclusive of VAT	R
Year 3	Broker fee inclusive of VAT	R
Grand Total		**R**

Note: Bidders must submit the Broker's fees for the full three (3) year contract period. The Broker's fees and the proposed Year 1 insurance premiums will be assessed in line with section 12 below and used to determine the 80 points for pricing. For Years 2 and 3, the appointed Broker must obtain annual renewal quotations from insurers, negotiate the most suitable terms and premiums, and submit a recommendation to the CCMA for approval before the insurance cover is renewed.

12 ANNEXURE 1

CURRENT SUMS INSURED AND LIMITS OF INDEMNITY – ANNEXURE 1

12.1 The CCMA information within Annexure 1 of this document is deemed necessary to furnish the CCMA with an insurance proposal and is to be considered provisional; the actual figures will be submitted to the successful bidder. This information is provided as it may be deemed necessary to determine the Broker's fee and obtain insurance proposals.

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12.2 The CCMA will furnish all bidders with a three-year claim history and existing cover. No further information will be supplied as we deem this information sufficient to determine a brokering fee.

12.3 Only bidders who qualify to proceed to the Price and Specific goals evaluation stage will be required to complete Annexure 1 and the relevant additional proposal forms. The completed documentation will be used to determine the Year 1 insurance premiums, which will be evaluated together with the broker fees submitted in terms of clause 11.5.2 above, for purposes of the overall price evaluation.

ANNEXURE 1

Note: Access to confidential insurance-related records will be limited to bidders who meet the minimum functionality thresholds for both Phase 1 and Phase 2, as these records are required for pricing by bidders proceeding to the next stage. The bidders must complete and sign the CCMA Non-Disclosure Agreement before receiving the records.

The completed and signed NDA must be returned to the CCMA within two (2) working days following the date on which the CCMA issues the written request. The signed NDA must be submitted together with the insurance request for proposal forms requiring completion by the CCMA. The request will specify the closing date, time and submission method.

Upon receipt of the completed and signed NDA and the insurance request for proposal forms, the CCMA will complete and return the forms to the qualifying bidders within seven (7) working days. Qualifying bidders will then be required to submit their Year 1 insurance premium quotation, within five (5) working days from the date on which the completed forms are returned by the CCMA.
Failure to submit the completed and signed NDA, the insurance request for proposal forms and the quotation by the deadline will result in the disqualification of the bid.

12.4 The payment in respect of the annual premiums for the first (1st) year of the contract will commence on 01 May 2027.

CCMA ASSET REGISTER SUMMARY		
Nr	**TYPE OF COVERAGE**	**SUM INSURED / INDEMNITY LIMIT**
1.	Motor Vehicles/Fleet (leased)	
2.	Vehicle (owned)	
3.	Computer Equipment (Laptops, Tablets, IPADS)	

CCMA ASSET REGISTER SUMMARY		
Nr	**TYPE OF COVERAGE**	**SUM INSURED / INDEMNITY LIMIT**
4.	Car Jamming cover- must be covered at the cost value of the asset.	
5.	Office Equipment/ Office Content	
6.	Leased Office Equipment	
7.	Goods in Transit	
8.	Public Liabilities	
9.	Professional Liability (Errors and Omissions)	
10.	Directors and Officers Liabilities	
11.	Events Liabilities	
12.	Cyber Liabilities	
13.	Group Personal Accident Unnamed employees Part Time Commissioners, Part-time Interpreters and Fixed-Term Employees	
14.	Business Interruption Standing Charges (6 weeks)	
15.	Buildings/Structures (Leasehold Improvement) /Miscellaneous Computer Cabling	
16.	Fixtures & Fittings	
17.	Glass	
18.	Fidelity Guarantee	
19.	Commercial Crime	
20.	Money (Negotiable instrument, cash and card)	
21.	Computer software	
22.	Intangible assets under development **At the time of the bid process the CCMA had no intangible assets under development. Accordingly, no values for such assets are included for quotation under this bid.**	

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Note: The values in **Annexure 1** will be provided during Stage 3 and are indicative of the most recent updated values. The actual sums insured at renewal may increase or decrease based on changes in assets, liabilities, risk exposure, and appropriate adjustments or top-up cover may be required. The CCMA reserves the right to add, remove or amend insurance covers during the contract period, based on its operational and risk requirements.

13. COMPULSORY BRIEFING SESSION

13.1 A Compulsory Briefing session will be held as follows:

Date: 12 November 2026

Time: 10:00 AM

Venue: Microsoft Teams

CCMA/2026/04/IA(R)

SECTION 4: ANNEXURE

CCMA/2026/04/IA(A)

ANNEXURE 2: SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CCMA					
BID NUMBER:	**CCMA/2026/04/IA (A)**	CLOSING DATE:	**26 November 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES FOR THE CCMA FOR A PERIOD OF THIRTY-SIX (36) MONTHS (RE-ADVERTISEMENT)**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
28 HARRISON STREET, 12th FLOOR RECEPTION					
JCI BUILDING, MARSHALLTOWN					
JOHANNESBURG					
2001					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR. PHATHUTSHEDZO MULANDANA**	CONTACT PERSON	
TELEPHONE NUMBER	**011 377 6717**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**Tenderenquiries@ccma.org.za**	E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

CCMA/2026/04/IA(A)

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

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ANNEXURE 3: SBD 3.3 (TO BE ENCLOSED IN ENVELOPE 2)

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: .....

CLOSING TIME 11:00 CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---------- R---------- ---------- days
---------- R---------- ---------- days
---------- R---------- ---------- days
---------- R---------- ---------- days

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

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

TOTAL: R.....

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

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

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

4. Period required for commencement with project after Acceptance of bid .....

5. Estimated man-days for completion of project .....

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

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

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

CCMA

ANNEXURE 4: **SBD 4**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

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

Full Name	**Identity Number**	**Name of State institution**

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:

……

……

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

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

2.3.1 If so, furnish particulars:

…….

…….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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.

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(2) [2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

……	……
Signature	Date
……	……
Position	Name of bidder

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ANNEXURE 5: SBD 6.1

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Specific Goal(s).

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goal(s).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS

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Price	**80**
Specific Goal(s)	**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 Goal(s) with the tender, will be interpreted to mean that preference points for Specific Goal(s) 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

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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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 GOAL(S)

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 GOAL(S) 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:

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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—

(a) 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

(b) 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 goal(s) for both the 90/10 and 80/20 preference point system.

Table 1: Specific Goal(s) 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.)

Ownership verification will be conducted in line with the Central Suppliers Database by National Treasury. Company Registration Documents and the owner/s identity documents	**80/20 Preference points system**	**90/10 Preference Points system**
Price	**80**	**90**
Black Owned Entities	*08*	*04*
Women Owned Entities	*06*	*03*
Youth Owned Entities	*04*	*02*
PWD Owned Entities	*02*	*01*
Total points for Price and Specific Goals	**100**	**100**

TENDERERS WILL BE AWARDED POINTS AS FOLLOWS:

The points must be allocated and awarded as follows:

i.	Total Tendered Price	:	80 points	
ii.	Black Owned Entities	:	08 points	**Specific Goals (Maximum Points)**
iii.	Women Owned Entities	:	06 points	
iv.	Youth Owned Entities	:	04 points	
v.	Persons with Disability Owned Entities	:	02 points	
Total		**:**	**100 points**	

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4.3 The points scored for specific goals will be added to the points scored for price and the total must be rounded off to the nearest 2 decimal places.

5 TENDER PRICE

The following formula will be used to calculate the points out of 80 for price in respect of tender with a rand value not exceeding R50 million (inclusive of all applicable taxes). the lowest acceptable tender must score 80 points for price, and other tenders which are high in price must score fewer points, on pro rata basis.

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

where -

Ps = points scored (awarded) for price of tender under consideration

Pt = price of tender under consideration; and

Pmin = price of the lowest acceptable tender

6 SPECIFIC GOALS

6.1 % OWNED BY BLACK PEOPLE (BO)

A maximum of eight (8) points will be awarded to a tenderer who is black people % of enterprise. Equity ownership for black people will be determined by the % of the enterprise owned by such a person or by the % of shares owned by member/s who are actively involved in the day-to-day management of the company or enterprise.

% owned by black people ----------%

thus, points awarded: [ ] $8 \times \frac{\%\ BO}{100} =$

proof of ownership must be attached in the form of:

a) Copy of ID;

b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc.

6.2 % OWNED BY PEOPLE WHO ARE WOMEN (WO)

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A maximum of six (06) points will be awarded to a tenderer who is a woman. equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by member/s who are actively involved in the day-to-day management of the company or enterprise.

% of enterprise owned by women ----------%

thus, points awarded: [ ] $6 \times \frac{\%\ WO}{100} =$

proof of ownership must be attached in the form of:

a) Copy of the ID;
b) Copy of the founding documentation of the company with which the ownership is listed i.e. CIPC etc.

6.3 % OWNED BY YOUTH PEOPLE (YO)

A maximum of four (04) points will be awarded to a tenderer who is a youth. Equity ownership for youth will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of enterprise owned by youth person(s)……...%

thus, points awarded: [ ] $4 \times \frac{\%\ yo}{100} =$

Proof of ownership must be attached in the form of:

a) Copy of ID;
b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc.

6.4 % OWNED BY PERSONS WITH DISABILITY (PWD)

A maximum of two (2) points will be awarded to a tenderer who is disabled. equity ownership for persons with disability youth will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of enterprise owned by persons with disability.....%

thus, points [ ] awarded: $2 \times \frac{\%\ PWD}{100} =$

proof of ownership must be attached in the form of:

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a) Copy of ID;
b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc;
c) Proof of Medical certificate confirming disability

(To be completed by bidder)

TABLE B: OWNERSHIP

NAME AND SURNAME /ENTITY NAME	GENDER *(MALE OR FEMALE)*	AGE i.e., 32	CITIZENSHIP *(RSA, OR SPECIFY OTHER)*	ETHNIC GROUP *(BLACK, WHITE, ETC.)*	NUMBER OF SHARES PER SHAREHOLDER	PERCENTAGE OF OWNERSHIP (%) PER SHAREHOLDER
Total						

(To be completed by bidder)

TABLE- C: SPECIFIC GOALS

OWNERSHIP	TOTAL PERCENTAGE OF OWNERSHIP	SPECIFIC GOALS POINTS CLAIMED
Woman ownership-WO		
Black Ownership-BO		
Youth Ownership-YO		
Persons with Disability-PWD		
Total		

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 Goal(s) 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 Goal(s) 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

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cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

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ANNEXURE 6: SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) …….. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations, and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

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5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……

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CONTRACT FORM - RENDERING OF SERVICES **SBD7.2**

2. PART 2 (TO BE FILLED IN BY THE PURCHASER)

I……in my capacity
as…….…… accept your bid under reference number
……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming.

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

3. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……...

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NAME (PRINT) ……..

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

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Annexure 7

CCMA'S

STANDARD

CONDITIONS OF BID

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3. 1 GENERAL

Actions

1 CCMA's *Representative* and each *bidder* submitting a bid shall act timeously as stated in these Conditions of Bid and in a manner which is fair, equitable, transparent, competitive and cost-effective.

Interpretation

2 Terms shown in *italics* vary for each bid. The details of each term for this bid are identified in the Bid Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract.

3 Any additional or amended requirements in the Bid Data, and additional requirements given in the Schedules in the *bid returnables* are deemed to be part of these Conditions of Bid.

4 The Conditions of Bid and the Bid Data shall not form part of any contract arising from this invitation to bid.

Communication

5 Each communication between the CCMA and a *bidder* shall be to or from CCMA*'s Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. CCMA takes no responsibility for non-receipt of communications from or by a *bidder.*

CCMA's rights to accept or reject any bid

6 CCMA may accept or reject any variation, deviation, bid, or alternative bid, and may cancel the bid process and reject all bids at any time prior to the formation of a contract. CCMA*'s Representative* will not accept or incur any liability to a *bidder* for such cancellation and rejection but will give written reasons for the action upon written request to do so. CCMA reserves the right to accept the whole of any part of any bid.

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After the cancellation of the bid process or the rejection of all bids CCMA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to bid at any time.

4. 2 BIDDER'S OBLIGATIONS

The *bidder* shall comply with the following obligations when submitting a bid and shall:

Eligibility	1	Submit a bid only if the *bidder* complies with the *criteria* stated in the Bid Data and the *bidder,* or any of his principals, is not under any restriction to do business with the CCMA.
Cost of biding	2	Accept that the CCMA will not compensate the *bidder* for any costs incurred in the preparation and submission of a bid, including the costs of any testing necessary to demonstrate that aspects of the bid satisfy the evaluation criteria.
Check documents	3	Check the *bid documents* on receipt, including pages within them, and notify CCMA*'s Representative* of any discrepancy or omissions.
Confidentiality and copyright of documents	4	Treat as confidential all matters arising in connection with the bid. Use and copy the documents provided by the CCMA only for the purpose of preparing and submitting a bid in response to this invitation.
Standardised specifications and other publications	5	Obtain, as necessary for submitting a bid, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the *bid documents* by reference.
	7	Acknowledge receipt of Addenda to the *bid documents,* which CCMA*'s*

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		Representative may issue, and if necessary, apply for an extension to the *deadline for bid submission*, in order to take the Addenda into account.
Site visit and / or clarification meeting	8	Attend a site visit and/or clarification meeting at which *bidders* may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions. Details of the meeting(s) are stated in the Bid Data.
Seek clarification	9	Request clarification of the *bid documents,* if necessary, by notifying CCMA*'s Representative* earlier than the *closing time for clarification of queries*.
Insurance	10	Be informed that the extent (if any) of insurance provided by the CCMA may not be for the full cover required in terms of the relevant category listed in Section 8 of the *conditions of contract*, the *bidder* is advised to seek qualified advice regarding insurance.
Pricing the bid	11	Include in the rates, prices, and the bidded total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *bidder.* Such duties, taxes and levies are those applicable 14 days prior to the *deadline for bid submission*.
	12	Show Value Added Tax (VAT) payable by the CCMA separately as an addition to the bidded total of the prices.
	13	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.*
	14	State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Bid Data.
Alterations to documents	15	Not make any alterations or additions to the *bid documents*, except to comply with instructions issued by CCMA*'s Representative* or if necessary to correct errors made by the *bidder.* All such alterations shall be initialled by all signatories to the bid. Corrections may not be made using correction fluid, correction tape or the like.

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Alternative bids

16 Submit alternative bids only if a main bid, strictly in accordance with all the requirements of the *bid documents* is also submitted. The alternative bid is submitted with the main bid together with a schedule that compares the requirements of the *bid documents* with the alternative requirements the *bidder* proposes.

17 Accept that an alternative bid may be based only on the criteria stated in the Bid Data and as acceptable to the CCMA.

Submitting a bid

18 Bidders must submit documents strictly in accordance with the submission requirements stipulated in Section 1 of this bid document, which shall take precedence over any general provisions contained in Annexure 7.

Submit a bid for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Bid Data.

19 Return the *bid returnables* to the CCMA, completing without exception all the forms, data and schedules included therein.

20 Submit the bid as an original plus the number of copies stated in the Bid Data and provide an English translation for documentation submitted in a language other than English. Bids may not be written in pencil but must be completed in ink.

21 Sign the original and all copies of the bid where indicated. The CCMA will hold the signatory duly authorised and liable on behalf of the *bidder*.

22 Seal the original and each copy of the bid as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the CCMA's national office address and invitation to bid number stated in the Bid Data, as well as the *bidder's* name and contact address.

23 Seal original and copies together in an outer package that states on the

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outside only the CCMA's national office address and invitation to bid number as stated in the Bid Data. The outer package must be marked "CONFIDENTIAL"

24 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid 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 CCMA's national office address and identification details stated in the bid data, as well as the bidder's name and contact details. Make sure both parts of the bid are delivered as a single package.

25 Accept that the CCMA will not assume any responsibility for the misplacement or premature opening of the bid if the outer package is not sealed and marked as stated.

Note:

The CCMA prefers not to receive bids by post and takes no responsibility for delays in the postal system or in transit within or between CCMA offices.

Where bids are sent per fax (where applicable), the CCMA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where bids are sent via courier, the CCMA takes no responsibility for bids delivered to any other site than the bid office.

CCMA employees are not permitted to deposit a bid into the CCMA's bid box on behalf of a bidder, except those lodged by post or courier.

Closing time

26 Ensure that the CCMA has received the bid at the address and in the bid box no later than the *deadline for bid submission*. Proof of posting will not be taken by the CCMA as proof of delivery. The CCMA will not accept a bid submitted telephonically, e-mail or by telegraph unless stated otherwise in the Bid Data.

27 Accept that, if the CCMA extends the *deadline for bid submission* for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

Bid validity

28 Hold the bid(s) valid for acceptance by the CCMA at any time within the

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validity period after the *deadline for bid submission*.

29 Extend the *validity period* for a specified additional period if the CCMA requests the *bidder* to extend it. A *bidder* agreeing to the request will not be required or permitted to modify a bid, except to the extent the CCMA may allow for the effects of inflation over the additional period.

Clarification of bid after submission

30 Provide, on request from the CCMA's *Representative* during the evaluation of bids, any other material that has a bearing on the bid, the bidder's commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by the CCMA for the purpose of a full and fair risk assessment. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the bid is sought, offered, or permitted except as required by the CCMA*'s Representative* to confirm the correction of arithmetical errors discovered in the evaluation of bids. The total of the Prices stated by the *bidder* as corrected by the CCMA*'s Representative* with the concurrence of the *bidder*, shall be binding upon the *bidder*

Submit bonds, policies etc.

31 If instructed by the CCMA*'s Representative* (before the formation of a contract), submit for the CCMA*'s* acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *bidder* in terms of the *conditions of contract*.

32 Undertake to check the final draft of the contract provided by CCMA's *Representative and* sign the Form of Agreement all within the time required by these Conditions of Bid.

33 Where an agent on behalf of a principal submits a bid, an authenticated copy of the authority to act as an agent must be submitted with the bid.

Fulfil BEE requirements

34 Comply with CCMA's requirements regarding BBBEE.

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1. 3 THE CCMA'S UNDERTAKINGS

CCMA's *Representative*, shall:

Respond to clarification	1	Respond to a request for clarification received earlier than the *closing time for clarification of queries.* The response is notified to all *bidders*.
Issue Addenda	2	If necessary, issue Addenda that may amend, amplify, or add to the *bid documents,* to each *bidder.* If a *bidder* applies for an extension to the *deadline for bid submission*, in order to take Addenda into account in preparing a bid, the CCMA may grant such an extension and CCMA's *Representative* shall notify the extension to all *bidders*.
Return late bids	3	Return bids received after the *deadline for bid submission* unopened to the *bidder* submitting a late bid. Bids will be deemed late if they are not on the designated fax or in the designated bid box at the date and time stipulated as the deadline for bid submission.
Bid opening	4	Open the bids in the presence of the *bidders'* representatives who choose to attend at the time and place stated in the Bid Data. Bids for which an acceptable notice of withdrawal has been submitted will not be opened.
	5	Announce at the opening the name of each *bidder* only. Die unsuccessful bidder may request a debriefing meeting with the Supply Chain Manager on request.
Two-envelope system	6	Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposals in the presence of bidder's representatives and announce the name of each bid.
	7	Evaluate the quality of the technical proposals, then advise bidders who remain in contention for the award of the contract. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum criteria.

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Non-disclosure	8	Not disclose to *bidders*, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bids and recommendations for the award of a contract, until after the award of the contract to the successful bidder.
Grounds for rejection	9	Consider rejecting a bid if there is any effort by a *bidder* to influence the processing of bids or contract award.
Disqualification	10	Instantly disqualify a *bidder* (and his bid) if it is established that the *bidder* offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to bid.
Test for responsiveness	11	Determine before detailed evaluation, whether each bid properly received. • meets the requirements of these Conditions of Bid, • has been properly signed, and • is responsive to the requirements of the *bid documents*.
	12	Judge a *responsive bid* as one which conforms to all the terms, conditions, and specifications of the *bid documents* without material deviation or qualification. A material deviation or qualification is one which, in the CCMA*'s* opinion would. • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data*,* • change the CCMA*'s* or the *bidder's* risks and responsibilities under the contract, or • affect the competitive position of other *bidders* presenting responsive bids, if it were to be rectified.
Non-responsive bids	13	Reject a non-responsive bid, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	14	Check responsive bids for arithmetical errors, correcting them as follows: • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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- If a bill of quantities applies and there is a discrepancy between the rate and the line-item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line-item total as quoted shall govern, and the rate will be corrected.
- Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *bidder's* addition of prices, the total of the Prices, if any, will be corrected.
- The corrected price will be communicated to the bidder. The bidder may withdraw the bid but may not change the bid price.

15 Reject a bid if the *bidder* does not accept the corrected total of the Prices (if any).

Evaluating the bid

16 Evaluate responsive bids in accordance with the *procedure and criteria* stated in the Bid Data. The evaluated bid price will be disclosed only to the relevant CCMA bid committee and will not be disclosed to *bidders* or any other person.

Clarification of a bid

17 Obtain from a *bidder* clarification of any matter in the bid which may not be clear or could give rise to ambiguity in a contract arising from this bid if the matter were not to be clarified.

Acceptance of bid

18 Notify CCMA's acceptance to the successful *bidder* before the expiry of the *validity period* or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the CCMA and the successful *bidder*.

Notice to unsuccessful bidders

19 After the successful *bidder* has acknowledged the CCMA*'s* notice of acceptance*,* notify other *bidders* that their bids have not been accepted, following the CCMA's current procedures.

Prepare contract documents

20 Revise the contract documents issued by the CCMA as part of the *bid documents* to take account of

- Addenda issued during the bid period,
- inclusion of some of the *bid returnables*, and
- other revisions agreed between the CCMA and the successful *bidder,* before the issue of the CCMA's notice of acceptance (of the bid).
- The schedule of deviations attached to the form of offer and acceptance, if any.

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Issue final contract	21	Issue the final contract documents to the successful *bidder* for acceptance within one week of the date of the CCMA's notice of acceptance.
Sign Form of Agreement	22	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of the CCMA's notice of acceptance of the bid. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
Complete Adjudicator's Contract	23	Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data with the selected adjudicator.
Provide copies of the contracts	24	Provide to the successful *bidder* the number of copies stated in the Bid Data of the signed copy of the contracts within three weeks of the date of the CCMA's acceptance of the bid.

In the event of any inconsistency between the provisions of this bid document and Annexure 7 (CCMA Standard Conditions of Bid), the provisions of this bid document shall prevail

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. “Day” means calendar day.

1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. “GCC” means the General Conditions of Contract.

1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. “Project site,” where applicable, means the place indicated in bidding documents.

1.21. “Purchaser” means the organization purchasing the goods.

1.22. “Republic” means the Republic of South Africa.

1.23. “SCC” means the Special Conditions of Contract.

1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. **General**

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. **Patent rights**

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

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

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies

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which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. **Packing**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. **Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

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

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of

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the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

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(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be

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endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to

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the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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ANNEXURE 8

COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION



TO THE CCMA

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this form;

a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.

b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the CCMA (responsible party) must use my/our information in the performance of its public legal duty.

c) I/we understand that my/our personal information may be disclosed to a third party in as far as the CCMA must fulfil its public legal duty.

d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the CCMA website.

SIGNED AT _____ON THIS _____DAY OF _____ 2026.

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENATIVE OF THE COMPANY: _____

SIGNATURE OF REPRESENATIVE OF THE COMPANY: _____

CCMA/2026/04/IA(A)