



competitiontribunal
SOUTH AFRICA

REQUEST FOR QUOTES – INSURANCE BROKERAGE SERVICES

ER-RFQ/2023-2024/022/Insurance Brokerage Services

Date Issued: 18 March 2024

Closing date and time: 11:00am 19 April 2024

Bid Validity Period: 90 days

Table of Contents

1	INTRODUCTION	4
2	PURPOSE	4
3	LEGISLATIVE FRAMEWORK OF THE BID.....	4
	3.1 Tax Legislation.....	4
	3.2 Procurement Legislation.....	4
	3.3 Technical Legislation and/or Standards.....	4
4	TIMELINE OF THE BID PROCESS.....	5
5	CONTACT AND COMMUNICATION.....	5
6	LATE BIDS.....	6
7	COUNTER CONDITIONS.....	6
8	FRONTING.....	6
9	SUPPLIER DUE DILIGENCE	6
10	SUBMISSION OF PROPOSALS.....	6
11	DURATION OF THE CONTRACT	6
12	BACKGROUND.....	7
13	SCOPE OF SERVICES	7
	13.1 Performance specification	7
	13.2 Technical Requirements.....	7
14	DELIVERABLES	8
15	EVALUATION AND SELECTION CRITERIA	9
	15.1 Stage 1: Pre-qualification Criteria.....	9
	15.2 Stage 2: Technical Evaluation Criteria = 70 points	11
	15.3 Stage 3: The 80/20 Preference Point System.....	12
16	GENERAL CONDITIONS OF CONTRACT	13
17	CONTRACT PRICE ADJUSTMENT.....	13
18	SERVICE LEVEL AGREEMENT	13
19	SPECIAL CONDITIONS OF THIS BID	13

20	DECLARATION REQUIREMENTS	14
21	CONFLICT OF INTEREST, CORRUPTION AND FRAUD.....	14
22	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	15
23	PREPARATION COSTS.....	15
24	INDEMNITY	15
25	PRECEDENCE	15
26	LIMITATION OF LIABILITY.....	15
27	TAX COMPLIANCE.....	16
28	TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	16
29	GOVERNING LAW.....	16
30	RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	16
31	CONFIDENTIALITY.....	16
32	THE TRIBUNALS PROPRIETARY INFORMATION.....	17
33	AVAILABILITY OF FUNDS	17
34	PAYMENT PROCESS	17

1 INTRODUCTION

The Competition Tribunal (hereinafter referred to as the Tribunal) is a public entity reporting to the Department of Trade Industry and Competition, and is constituted in terms of the Competition Act, 1998 (Act No. 89 of 1998). Its role is to promote and maintain competition in the economy.

2 PURPOSE

The Tribunal needs to secure the services of an insurance broker with experience, expertise, and capacity to act as an intermediary between the Tribunal and the insurance market (insurers).

This RFQ does not constitute an offer to do business with the Tribunal but merely serves as an invitation to bidders to facilitate a requirements-based decision process.

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

- a) It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- b) The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- c) It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- d) Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

3.2 Procurement Legislation

The Tribunal has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Preferential Procurement Regulations 2022, and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.3 Technical Legislation and/or Standards

Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

4 TIMELINE OF THE BID PROCESS

The period of validity of RFQ and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Tribunals Website & eTender Publication Portal	18 March 2024
Bid closing date	11:00am 19 April 2024

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the Tribunal's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Tribunal to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

The bidder accepts that, if the Tribunal extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5 CONTACT AND COMMUNICATION

- a) A nominated official of the Bidders can make enquiries **in writing** to the SCM Officer – Bids@comtrib.co.za.
- b) Responses to questions relating to the bid specifications received by the nominated official will be posted on the Tribunals Website – www.comtrib.co.za and will not be responded to individually.
- c) The delegated official of the Tribunal may communicate with Bidders where clarity is sought in the bid proposal.
- d) Any communication to an official or a person acting in an advisory capacity for the Tribunal in respect of the bid between the closing date and the award of the bid by the Bidders is discouraged.
- e) All communication between the Bidders and the Tribunal must be done in writing.
- f) Whilst all due care has been taken in connection with the preparation of this bid, the Tribunal makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current, or complete.
- g) The Tribunal, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.
- h) If Bidders finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Tribunal (other than minor clerical matters), the Bidders must promptly notify the Tribunal in writing of such discrepancy, ambiguity, error, or inconsistency to afford the Tribunal an opportunity to consider what corrective action is necessary (if any).
- i) Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Tribunal will, if possible, be corrected and provided to all Bidders without attribution to the Bidders who provided the written notice.
- j) All persons (including Bidders) obtaining or receiving the bid and any other information in connection with the bid, or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

6 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

7 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

8 FRONTING

- a) The Tribunal supports the spirit of broad based Black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Tribunal condemns any form of fronting.
- b) The Tribunal, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c) Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Tribunal may have against the bidder / contractor concerned.

9 SUPPLIER DUE DILIGENCE

The Tribunal reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

10 SUBMISSION OF PROPOSALS

Bid documents may be emailed to the SCM Officer at Bids@comptrib.co.za

Bid documents will only be considered if received by the Tribunal before the closing date and time.

Bidders are required to submit one (1) proposal by 11:00am - 19 April 2024.

11 DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months.

12 BACKGROUND

The Tribunal requires the services of a reputable and capable service provider to provide Risk Management and Short-Term Insurance Brokerage Services in all aspects of the Tribunal business for a period of three (3) years. The services are necessary to manage the vastly diverse and complexities of insurance

13 SCOPE OF SERVICES

The Tribunal needs to secure the services of an insurance broker with experience, expertise, and capacity to act as an intermediary between the Tribunal and the insurance market (insurers).

The service provider will be required to provide the following services:

- Insurance services for the Tribunals short-term assets.
- Securing other short-term insurance cover such as general liability, personal injury, employment practice liability and any other emerging liability risks.
- The services to be rendered as a Short-Term Insurance Broker over the 3-year period should include general services related to the placement, maintenance, and administration of the insurance portfolio.

13.1 Performance specification

The bidders should be able to provide the following general insurance actions in terms of placement, maintenance, and administration of the insurance portfolio:

- Claim administration and maintenance.
- Correspondence and queries.
- Monitor premium payments and refunds in accordance with accounts and statements.
- Keep the Tribunal up to date with latest amendments to the Legislation on Insurance through workshops / webinars, reports, etc.

13.2 Technical Requirements

13.2.1 Assets

To cover all tangible property of every description belonging to the Tribunal or which the Tribunal has any propriety or pecuniary interest against theft, loss or damage caused by fire or allied perils including electronic breakdown (first loss bases) or natural disasters.

- Electronic equipment, to cover all hardware and software including, computers, laptops, peripherals, licensed software, etc.
- Stock that forms part of the Tribunal's business activities.
- SASRIA Cover

13.2.2 Employees Liability

- **Public Liability**, to protect the Tribunal against claims involving illness, injury, death, damages to third party property including but not limited to, defamation, defective workmanship, and products.
- **Professional Indemnity** to protect the claims made against the Tribunal e.g., if ceases to operate and there are outstanding obligations from third parties. The policy

must cover Executives/Directors and Officers against damages, judgements, settlements, and defence costs for which they may be held liable.

13.2.3 Event

A cover that indemnifies the Tribunal for damages which the event organizer (Tribunal), shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person or accidental loss of or physical damage to occurring within the territorial limits during the period of Insurance in the course of or in connection with the event.

13.2.4 Business interruption

A cover for financial loss suffered following interruptions of the Tribunals business. This should include but is not limited to, fixed expenses, operating expenses, and additional working expenses.

13.2.5 Motor Fleet

Cover for loss of or damage to insured vehicles and liability. All vehicles owned, operated, hired, leased, borrowed, or used or in the custody or under the control of the Tribunal including hired in vehicles. All vehicles should be comprehensively insured

13.2.6 Fidelity and Commercial crime

Cover for employee dishonesty by reason of and directly caused by one or more dishonest or fraudulent acts of any of the employees of the Tribunal, wherever committed and whether committed alone or in collusion with others, including loss of property through any such acts of any such employees i.e., Computer fraud; Fraudulent transfer instructions; Electronic data loss & computer Virus

13.2.7 General

The scope covers portfolios identified at this stage and does not necessarily limit the scope to this. It is expected that the bidder will advise the Tribunal of any other relevant portfolios.

The insurance cover required must include the following:

- Office Contents
- Electronic Equipment
- Business Interruption (office perils other than theft)
- Business All Risks
- Glass Breakage
- Combined Liability
- Employers Liability
- Motor
- SASRIA Riot Strike Terrorism
- Business Crime

14 DELIVERABLES

A Service Plan should be drawn annually with inception of a new insurance period detailing the actions to be taken. The Portfolio Service Plan should reflect at least the following general insurance actions:

- Review existing cover.
- Established uninsured risks
- Review cover, limits and sums insured.
- Review uninsured risks and exposure.
- Re-broking and market exercise to obtain renewal terms.
- Alignment of Insurance and Risk Management Philosophy.
- Renewal follow-up on alternative quotations.
- Presentation of renewal terms and recommended options.
- Confirmation of placement and 100% cover.
- Confirmation of credit rating of insurance and re-insurance markets.
- Compilation of detailed insurance manual as well as full summary on cover, limits, conditions, and exclusions.
- Check and provide issued policy as well as legal confirmation of statutory compliance.
- Compilation of claims procedural manual.
- Ad hoc adjustments and endorsements on sums insured and declarations to insurers/re-insures.
- Claims administration.
- Monitor premium payments and refunds
- Ad hoc training where required in terms of policy and procedural manual.
- The broker should also have a digital claims system.

15 EVALUATION AND SELECTION CRITERIA

The Tribunal has set minimum standards (Stages) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Stage 1)	Technical Evaluation (Stage 2)	Price & Preference Points (Stage 3)
Bidders must submit all documents as outlined in Table 1 below. Only bidders that comply with all these criteria will proceed to Stage 2.	Bidders are required to achieve a minimum of 60 points out of 100 points to proceed to Stage 3.	Bidders will be evaluated out of 100 points.

15.1 Stage 1: Pre-qualification Criteria

Without limiting the generality of the Tribunal other critical requirements for this RFQ, Bidders must submit the documents listed in **Table 1** below.

All documents must be completed and signed by the duly authorised representative of the prospective Bidders.

During this phase Bidders responses will be evaluated based on compliance with the listed administration and mandatory RFQ requirements.

The proposal **will be disqualified** for non-submission of any of the documents reflected in the table below:

Table 1: Documents that must be submitted for Pre-qualification.

Documents that must be submitted	Non-submission will result in disqualification	
Cover Letter	YES	Clearing stating the name and contact details of the service provider and the service providers representative
Indexed Table of Contents	NO	For ease of reference please provide an index
SBD1	YES	Invitation to Bid – Complete and sign the supplied document
Tax Status	YES	Provide <u>one</u> of these listed below: <ul style="list-style-type: none"> • Unique personal identification number (PIN) issued by SARS. Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za. • CSD Registration number
SBD4	YES	Declaration of Interest – Complete and sign the supplied document
SBD6.1	NO	Preference Point Claim Form – Complete and sign the supplied document. Non-submission will lead to a zero (0) score for preference points
B-BBEE Certificate or Affidavit	NO	Original and valid B-BBEE certificate – (Verified by accredited SANAS agencies). EMEs (Sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths; Non-submission will lead to a zero (0) score for preference points
SBD8	YES	Declaration of Bidder’s Past Supply Chain Management Practices – Complete and sign the supplied document
SBD9	YES	Certificate of Independent Bid Determination – Complete and sign the supplied document
Registration on Central Supplier Database (CSD)	YES	The bidder must be registered as a service provider on the CSD. Submit proof of registration.
General Conditions of Contract	YES	NB: All pages to be initialed as proof of review
Proposal	YES	Technical Proposal detailing how the proposed solution will meet the requirements set out in Paragraph 15.
Personnel	YES	The key contact people that would be allocated to this assignment.
Curriculum vitae	YES	Proposed service team credentials, experience and qualifications including proof FSCA (<i>Financial Sector Conduct Authority</i>) of Regulatory Examination (FAIS) Certificate of the team members that will be assigned to the Tribunal
Company Profile	YES	A company profile must be submitted
Reference Letters	YES	Provide reference letters from at least three (3) contactable existing/recent clients (within the past 3 years) which are of a similar size to the Tribunal and for whom the bidder has provided Brokerage services. The letter must include company name, contact name, address, phone number, and duration of contract, a brief description of the services that you provided and the level of satisfaction.

FIA Membership	YES	Proof of membership with the South African Intermediaries Association
FSP License	YES	Proof of valid Financial Service Provider license
Annexure A	YES	Pricing Schedule – Please complete the Annexure provided. Do not alter the pricing schedule in any way.
Annexure B	YES	Technical Scorecard – Please complete the annexure provided
Annexure C	NO	Tribunal Asset Register for info only
Annexure D	NO	Tribunal Insurance Review 2023 for info only
Annexure E	YES	Declaration – Please complete and sign the Annexure Provided

15.2 Stage 2: Technical Evaluation Criteria = 60 points

The following must be submitted as part of the **technical** proposal:

- Proof of membership with the South African Financial Intermediaries Association (FIA).
- Proof of valid Financial Service Provider (FSP) licence.
- Proposed service team credentials, experience and qualifications including proof FSCA (*Financial Sector Conduct Authority*) of Regulatory Examination (FAIS) Certificate of the team members that will be assigned to the Tribunal
- Proof of Professional Indemnity of up to R 400 000 000.00 or more.
- Proof of Fidelity Guarantee of up to R 250 000 000.00 or more.
- Sample of the 3 largest claims handled by the prospective suppliers until final settlement by insurers in the past 3 years.
- Provide information related to Broker Office / Service Branches network in South Africa.
- Provide a methodology and approach in terms of Claims management
- Provide a comprehensive Broker servicing strategy and annual plan envisaged for the Tribunal

Functionality will be evaluated as follows:

All bidders are required to respond to the technical evaluation criteria scorecard. Refer to **Annexure B** for detailed information.

Only bidders that have met the Pre-Qualification Criteria in (Stage 1) will be evaluated in Stage 2 for functionality.

- a) Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 60 points

The bidder's information will be scored according to the following points system:

Functionality	Maximum Points	Minimum Threshold
Desktop Technical Evaluation	100	60
Overall Points	100	60

15.3 Stage 3: The 80/20 Preference Point System

Only bidders that have met the minimum threshold of 86 points in Stage 2 will be evaluated in Stage 3.

Price and B-BBEE will be evaluated as follows:

Points Awarded for Price

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

The following formula will be used to calculate the points for price:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

Points Awarded for Specific Goals

A maximum of 20 points is allocated for specific goals.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals. For the purposes of this Tender the service provider will be allocated points based on the goals stated and must be supported by proof/ documentation.

Specific goals for the RFQ and points claimed are indicated in the table below.

1. Procurement from service providers who are Black Owned	Points for specific goals	Maximum points
91% - 100%	8	8
81% - 90%	7	
71% - 80%	6	
61% - 70%	5	
51% - 60%	4	
41% - 50%	3	
0% - 40%	0	
2. SMME's and B-BBEE Status Level of Contributor	Points for specific goals	Maximum points
Level 1 - EME/QSE	4	4
Level 2 - EME/QSE	3	
Level 3 EME/QSE	2	
Level 4 - EME/QSE	1	
Level 5 - 8 and non-compliant - EME/QSE	0	

3. Women Ownership	Points for specific goals	Maximum points
91% - 100%	8	8
81% - 90%	7	
71% - 80%	6	
61% - 70%	5	
51% - 60%	4	
41% - 50%	3	
0% - 40%	0	

(80 + 20 = 100 points)

The points scored for specific goals will be added to the points scored for price.

16 GENERAL CONDITIONS OF CONTRACT

Any award made to a Bidders under this bid is conditional, amongst others, upon –

- a) The Bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which The Tribunal is prepared to enter a contract with the successful Bidders.
- b) The bidder submitting the General Conditions of Contract to the Tribunal together with its bid, duly signed by an authorised representative of the bidder.

17 CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date.

18 SERVICE LEVEL AGREEMENT

- a) Upon award the Tribunal and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Tribunal.
- b) The Tribunal reserves the right to vary Service Level Indicators during negotiations with a bidder

19 SPECIAL CONDITIONS OF THIS BID

The Tribunal reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidders who has not been awarded the status of the preferred Bidders.
- c) To accept part of a bid rather than the whole tender.
- d) To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Bidders, whether before or after adjudication of the Bid.

- e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the bid process.
- f) To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred Bidders have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

20 DECLARATION REQUIREMENTS

In the bidder's technical response, Bidders are required to declare that they:

- a) Act honestly, fairly, and with due skill, care, and diligence, in the interests of the Tribunal.
- b) Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- c) Act with circumspection and treat the Tribunal fairly in a situation of conflicting interests.
- d) Will comply with all applicable statutory or common law requirements applicable to the conduct of business.
- e) Will make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Tribunal.
- f) Will avoid fraudulent and misleading advertising, canvassing, and marketing.
- g) Will conduct their business activities with transparency and consistently uphold the interests and needs of the Tribunal as a client before any other consideration; and
- h) Will ensure that any information acquired by the Bidders from the Tribunal will not be used or disclosed unless the written consent of the client has been obtained to do so.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Tribunal reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Tribunal or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Tribunal's officers, directors, employees, advisors, or other representatives.
- d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors, or other representatives to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to a Government Entity.

- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, which is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Tribunal relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Tribunal against the bidder notwithstanding the conclusion of the Service Level Agreement between the Tribunal and the bidder for the provision of the Service in question.

In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process.

Furthermore, no statement in this bid will be construed as placing the Tribunal, its employees, or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this bid.

24 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Tribunal incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Tribunal harmless from any and all such costs which the Tribunal may incur and for any damages or losses the Tribunal may suffer.

25 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Tribunal shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the bidder's participation in this bid process.

27 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant.

The Tribunal reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the Tribunal, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

The Tribunal further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

28 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

The Tribunal reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.

If the Tribunal allows a bidder to make use of sub-contractors, such sub-contractors will always remain the responsibility of the bidder and the Tribunal will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Tribunal's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Tribunal remain proprietary to the Tribunal and must be promptly returned to the Tribunal upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, Bidders must secure the Tribunal's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this

requirement may result in disqualification from the bid process and civil action.

32 THE TRIBUNALS PROPRIETARY INFORMATION

Bidders as part of the declaration in **Annexure E** are required to declare that they did not have access to any of the Tribunal's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other Bidders.

33 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid the Tribunal may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

34 PAYMENT PROCESS

The successful service provider appointed will receive payment based on the pricing and time frames agreed to by the service provider and the Tribunal.

Invoices must be VAT inclusive and will be paid via EFT once verified by the Tribunal's SCM Officer.

The Tribunal pays its service providers twice monthly and has a **30-day payment policy**. To expedite payments, the Tribunal asks that invoices are submitted timeously in PDF format to CorporateServices2@comptrib.co.za.

The successful service provider appointed will be required to complete what the Tribunal refers to as a Contractors Questionnaire before the contract is signed and formally approved. This questionnaire assists the Tribunal in verifying the tax status of the service provider. Completion of this is an annual requirement.