

**SPECIFICATIONS / TERMS OF
REFERENCE (TOR) FOR
SHORT TERM INSURANCE**



RFQ NO. LGB01/2022/23RFQ

1. NATURE OF THE BUSINESS

The Limpopo Gambling Board is a parastatal and is established in terms of the Limpopo Gambling Act (4 of 1996) and retained in terms of the Limpopo Gambling Act, Act No. 3 of 2013.

2. SCOPE AND SERVICE REQUIREMENTS

2.1. The Limpopo Gambling Board is inviting quotations from registered and accredited insurance companies for Short Term Insurance Cover for all Limpopo Gambling Board assets as listed below.

2.2. The duration of the contract will be for a period of three (3) years, commencing from the date on which the successful Service Provider and Limpopo Gambling Board sign the standard Service Level Agreement.

- Fire damages (office contents) as per attached asset register.
- Business all risks as per attached asset register (e.g. audio visuals, cameras, fire arms, ammunitions, gps's, televisions).
- Furniture (as per attached assets register).
- Electronic Equipment (e.g. computers, laptops, printers - as per attached assets register).
- Motor Vehicles (as per attached asset register).
- Public Liability (offer to be indicated by category) R1,000,000.00.
- SASRIA
- Group Personal Accidents – R2,000,000.00 (e.g. Death while on duty)
- Directors and Officers / Employees Liability – R5,000,000.00 (The policy covers the Directors and Officers in respect of all claims (including costs and expenses) made against them for which they are legally liable and caused by the insured's wrongful acts).
- Employment Practices Liability – R5,000,000.00 (Cover is provided for claims made by employees arising out of "inappropriate behaviour" of the directors or employees, which would include discrimination, sexual or workplace harassment, wrongful dismissal or failure to promote and inappropriate employment conduct.)
- Accreditation by the Financial Sector Conduct Authority (FSCA) must be submitted.

2.3. Bidders are required to comply with the following minimum administrative requirements:-

- 2.3.1. All documents inclusive of supporting documentation requested must be completed, submitted and signed off where required.
- 2.3.2. All documents and all forms required must be completed in black ink and signed by the authorized signatory.
- 2.3.3. Standard Bidding Forms to be completed in full:
 - SBD 3.1 - Pricing Schedule - Firm Prices
 - SBD 4 - Declaration of Interest
PAR 2.11.1 of SBD 4 must be declared (All company director(s) must declare their individual owned companies)
 - SBD 6.1 - Preference Points Claim form
 - SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
 - SBD 9 - Certificate of Independent Bid Determination
 - General Conditions of Contract

2.4. Attachments

The following documentation must be attached: -

- 2.4.1. A National Treasury Central Supplier Database registration report.
- 2.4.2. Copies of the following documents must be duly certified by a Commissioner of Oath indicating the names of the certifying institution and designated Commissioner of Oath.
 - 2.4.1.1 Valid Identity Documents of all directors.
 - 2.4.1.2 Sworn Affidavit – B-BBEE Exempted Micro Enterprise. Failure to submit the certificate will be interpreted to mean that preference points for B-BBEE verification status level of contribution are not claimed.

2.5. Pricing

- 2.5.1. Suppliers should quote for the Limpopo Gambling Board and must express prices for the services in South African currency (Rand).
- 2.5.2. Price(s) quoted must be firm and must be inclusive of Value Added Tax (VAT).
- 2.5.3. The proposed fee structure should be outlined in detail.
- 2.5.4. All RFQ's submitted must be valid for a period of ninety (90) days from the closing date.

2.6. Signing of the contract and Service Level Agreement

The RFQ will be awarded on condition that the successful Service Provider signs the contract and Service Level Agreement with Limpopo Gambling Board based on the contents of this document, offer and letter of award.

NB: FAILURE TO COMPLY WITH THE ABOVE MINIMUM REQUIREMENTS MAY LEAD TO DISQUALIFICATION OF THE SERVICE PROVIDER AT THE SOLE DISCRETION OF LIMPOPO GAMBLING BOARD. FURTHERMORE, LIMPOPO GAMBLING BOARD WILL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED BY THE SERVICE PROVIDER IN THE PREPARATION AND SUBMISSION OF THIS RFQ. THE SUPPLIER'S OWN TERMS OR CONDITIONS SHALL NOT BE ACCEPTED.

3. CALCULATION OF POINTS

The 80/20 preference point system shall be applicable in terms of the Preferential Procurement Framework Act, 2017 and its regulations.

4. RESERVATION OF RIGHTS

Limpopo Gambling Board reserves the right to:-

- 4.1 Request further information from any Service Provider after the closing date of the RFQ;
- 4.2 Verify information and documentation of respective Service Provider from the South African Revenue Services (**SARS**), Companies & Intellectual Property Commission (**CIPC**), National Treasury or any other relevant entity or visit the premises of the Service Provider at any time without notice. Any information received which does not correspond with the one provided in the RFQ document will render the RFQ null and void;
- 4.3 Negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- 4.4 If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- 4.5 If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

If a market-related price is not agreed as envisaged in paragraphs 4.3 – 4.5, the Limpopo Gambling Board must cancel the tender.

- 4.6 Not make an award;
- 4.7 Appoint a third party to evaluate the service provider's compliance with any aspect of this RFQ;
- 4.8 Withhold payment of valued-added tax (VAT) on any amounts charged by the Service Provider should the Service Provider tax status is not in good standing with the South African Revenue Service. Therefore, the Service Provider must ensure that their tax status must be in good standing for the full duration of the contract.
- 4.9 Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the Service Provider or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression "person, firm or company" shall include an authorized employee or agent of such a person, firm or company):
- a) is executing a contract with government unsatisfactorily;
 - b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
 - c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence;
 - d) has withdrawn or amended his RFQ after the time set for the receipt and opening of RFQ.

RECOMMENDED BY:




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MR. J. LEGODI
CHAIRPERSON:
BID SPECIFICATION COMMITTEE



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MS. M. MOLEPO
ACTING CHIEF FINANCIAL
OFFICER

APPROVED BY:



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MR. M.G. MAKOKO
CHIEF EXECUTIVE OFFICER