

# **REQUEST FOR TENDER**

**RFT REFERENCE NO: PSSPF/02/24**

## **FUNERAL BENEFITS**

The PSSPF seeks a service provider to:

Underwrite and administer the funeral benefits of its members

**DATE OF ISSUE:** **21 October 2024**

**CLOSING DATE:** **04 November 2024**

**CLOSING TIME:** **12H00 NOON**

## LIST OF ACRONYMS

AG	Auditor General
CPIX	Consumer Price Index
CV	Curriculum Vitae
EC	Evaluation Criteria
HDI	Historical Disadvantaged Individual
P.a.	Per annum
PSSPF	Private Security Sector Provident Fund
PSP	Professional Service Provider
PP	Procurement Policy
RFP	Request for Proposal
SARS	South African Revenue Service
SMME	Small, Medium and Micro Enterprise
SP	Service Provider
TA	Technical Assistance
TE	Technical Evaluation
TOR	Specification as provided in RFP Part B (terms of reference)

## DEFINITIONS

In this Request for Proposal, unless a contrary intention is apparent:

**Business Day** means a day which is not a Saturday, Sunday or public holiday.

**Bid** means a written offer in a prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in RFP Part B.

**Closing Time** means the time, specified as such under the clause “Indicative Timetable” of this RFP Part A, by which Tenders must be received.

**Evaluation Criteria** means the criteria set out under the clause “Evaluation Criteria Format” of this RFP Part A.

**Fund** means the PSSPF

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and

circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Member(s)** means a member(s) of the PSSPF.

**Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the Fund and the successful Bidder.

**Request for Proposal** or **RFP** means this document (comprising each of the parts identified under RFP Part A, Part B and Part C) including all annexure and any other documents so designated by the Fund.

**Services** means the services required by the PSSPF, as specified in this RFP Part B.

**Specification** means any specification or description of the PSSPF's requirements contained in this RFP Part B.

**State** means the Republic of South Africa.

**Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

**Bidder** means a person or organisation that submits a Bid.

**Tendering Process** means the process commenced by the issuing of this Request for Proposal and concluding upon formal announcement by the Fund of the selection of a successful Bidder(s) or upon the earlier termination of the process.

**Website** means the website administered by Fund at [www.psspfund.co.za](http://www.psspfund.co.za)

## INTERPRETATIONS

In this RFP, unless expressly provided otherwise:

A reference to:

- (a) "includes" or "including" means includes or including without limitation; and
- (b) "R" or "Rands" is a reference to the lawful currency of the Republic of South Africa.

## RFP - PART A:

### INTRODUCTION

The Private Sector Security Provident Fund is a compulsory industry Fund which was established in 2002 in line Sectoral Determination 6 and since 2020 has been made compulsory by the Main Collective Agreement of the National Bargaining Council for the Private Security Sector (NBCPSS).

The object of the Fund is to provide retirement and other benefits for employees and former employees of participating employers, including benefits in the event of their death or disability.

Members of the Fund also enjoy funeral benefits which are not directly offered by the Fund however, the Fund serves as a conduit for the payment of premiums. The funeral benefits are offered through a separate policy underwritten by a Life Insurance Company.

1. The PSSPF is inviting responses to this Request for Proposal (reference number PSSPF02/24) in order to appoint a suitably qualified and experienced service provider to deliver underwriting and administrative services to the Fund as specified in this RFP PART B – Specification.
2. The term of the contract shall commence from the date to be agreed by Fund and the successful bidder and shall endure indefinitely until termination by either party, subject to the terms and conditions as agreed in the service agreement.
3. The appointment of a successful audit firm is subject to the conclusion of a service agreement between the Fund and such firm.

### RFP OBJECTIVES

4. The Fund is seeking responses to this RFT for the successful bidding company to provide Funeral benefits to members of the Fund and their immediate family (beneficiaries).
5. To achieve this, the service provider will formulate a proposal to the PSSPF indicating how the requirements of the Fund may be addressed or surpassed by the solution proposed by the service provider, as well as the costing for various components of the proposal. The following services are required to be performed on behalf of the PSSPF (participating Employers) to members the Fund (participating Members):

- Provide long term insurance in the form of family funeral benefits for members of the Fund.
6. In issuing this RFT, the Fund seeks to identify a Bidder who is capable of:
- Providing the services required by the Fund in the manner set out in the Specification;
  - Demonstrate a commitment and ability to working in collaboration with the Fund over the term of the service agreement;
7. Continuously seek improvements in cost competitiveness, value, efficiency, productivity and service level quality in the provision of the services for the mutual benefit of the Fund and the Bidder.

## PROJECT TIMETABLE

<b>ACTIVITY</b>	<b>DATE &amp; TIME</b>
Advertisement of RFP	21 October 2024
<b>Closing Date and Time</b>	<b>04 November 2024 at 12h00 Noon</b>
Intended completion of evaluation of Tenders	22 November 2024
Intended formal notification of successful Bidders	11 December 2024
Signing of Service Level Agreements	31 January 2025

*\*This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the Fund.*

## SUBMISSION OF TENDERS

### *Hardcopy Submission*

Physical Address of Tender Box	Regus Building, 21 Woodlands Drive, Woodmead, Sandton, 2191 PSSPF Office
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Hours of access to Tender Box	Monday till Friday from 08:00 till 16:00
Information to be marked on package containing Tender	Private Security Sector Provident Fund RFP Ref. No. PSSPF 02/24 Name of Bidder

### Electronic Submission

E-mail Address	<a href="mailto:funeraltender@psspfund.co.za">funeraltender@psspfund.co.za</a>
Access restrictions	Mailbox will expire at the closing time and date

8. Bidders are to provide one (1) original and two (2) hard copies of the Bidders Response (Bid).
9. Bidders must include an electronic copy of the Bidders Response for the proposal in PDF or Microsoft Office 2007 format in the hardcopy submission. All responses must be submitted in a sealed envelope in accordance with the conditions of Tendering and on the official forms included in this document.
10. All documents must be virus checked by the Bidder before lodgement. In this case of inconsistency between the electronic and hardcopy submissions, the hardcopy submission will prevail.

## RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

### APPLICATION OF RULES

11. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.
12. All persons (whether or not a Participant in this tender process) having obtained or received this RFP may only use it, and the information contained therein, in compliance with the rules contained in this RFP Part A.
13. All Bidders are deemed to accept the rules contained in this RFP Part A.
14. The rules contained in this RFP Part A apply to:

- a. The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- b. the Tendering Process; and
- c. any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

## REQUEST FOR PROPOSAL

### STATUS OF REQUEST FOR PROPOSAL

15. This RFP is an invitation for service provider/s to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP Part B. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.
16. No binding contract or other understanding for the supply of the Services will exist between the Fund and any Bidder unless and until the Fund has executed a formal written contract with the successful Bidder.

### ACCURACY OF REQUEST FOR PROPOSAL

17. Whilst all due care has been taken in connection with the preparation of this RFP, the Fund makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The Fund, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
18. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the Fund (other than minor typographical matters), the Bidder must promptly notify the Agency in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Fund an opportunity to consider what corrective action is necessary (if any).
19. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the Fund will, if possible, be corrected and provided to all Bidders

without attribution to the Bidder who provided the written notice.

#### **ADDITIONS AND AMENDMENTS TO THE RFP**

20. The Fund reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time and Date. The Fund and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
21. If the Fund exercises its right to change information in terms of clause 22, it may seek amended Tenders from all Bidders.

#### **REPRESENTATIONS**

22. No representations made by or on behalf of the Fund in relation to this RFP will be binding on the Fund unless that representation is expressly incorporated into the contract ultimately entered between the Fund and the successful Bidder.

#### **CONFIDENTIALITY**

23. All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP, or the Tendering Process must keep the contents of the RFP 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 RFP.

#### ***REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION***

24. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to the Fund via email to: [tenderenquiries@psspfund.co.za](mailto:tenderenquiries@psspfund.co.za).
25. Any communication by a Bidder to the Fund will be effective upon receipt by the Fund (provided such communication is in the required format).
26. The Fund has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
27. Except where the Fund is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail,



as well as on the Fund's website without identifying the person or organisation which submitted the question.

28. In all other instances, the Fund may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Fund).
29. A Bidder may, by notifying the Fund in writing, withdraw a question submitted in accordance with clause 30, in circumstances where the Bidder does not wish the Fund to publish its response to the question to all Bidders.

#### *UNAUTHORISED COMMUNICATIONS*

30. Communications (including promotional or advertising activities) with staff of the Fund, officers or advisors assisting with the Tendering Process are not permitted during the Tendering. Nothing in this clause 30 is intended to prevent communications with staff of, or advisors of the Fund to the extent that such communications do not relate to this RFP or the Tendering Process.
31. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

### **IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

32. Bidders may not seek or obtain the assistance of employees, contractors or advisors of the Fund in the preparation of their tender responses.
33. The Fund may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
34. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

### **ANTI-COMPETITIVE CONDUCT**

35. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
  - a. The preparation or lodgement of their Tender
  - b. the evaluation and clarification of their Tender; and
  - c. the conduct of negotiations with the Fund.

36. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the Fund or any other Bidder or any other person or organisation.
37. In addition to any other remedies available to it under law or contract, the Fund may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during the entire Tendering Process.

## COMPLAINTS ABOUT THE TENDERING PROCESS

38. Any complaint about the RFP or the Tendering Process must be submitted to the Fund in writing, (preferably by email), immediately upon the cause of the complaint arising or becoming known to the Bidder.
39. The written complaint must set out:
  - a. The basis for the complaint, specifying the issues involved;
  - b. how the subject of the complaint affect the organisation or person making the complaint;
  - c. any relevant background information; and
  - d. the outcome desired by the person or organisation making the complaint.
40. If the matter relates to the conduct of an official, employee or advisor of the Fund, the complaint should be addressed in writing marked for the attention of the Principal Executive Officer of the Fund, and delivered to the physical address of the Fund, as notified.

## CONFLICT OF INTEREST

41. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the Fund and the Bidders interests during the Tender Process.
42. The Bidders Response in this RFP Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.
43. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to

arise, which was not disclosed in the Tender, the Bidder must notify the Fund immediately in writing of that conflict.

44. The Fund may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the FUND of the conflict as required.

## LATE TENDERS

45. Tenders must be lodged by the Closing Time and Date. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
46. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration.
47. The determination of the Fund as to the actual time that a Tender is lodged is final. Subject to clause 46, all Tenders lodged in the Tender Box after the Closing Time will be recorded by the Fund and will only be opened for the purposes of identifying a business name and address of the Bidder. The Fund will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

## TENDER DOCUMENTS

### *BIDDERS RESPONSIBILITIES*

51. Bidders are responsible for:
  - a. Examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the Fund to Bidders in connection with this RFP;
  - b. fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the Fund's requirements for the provision of the Services;
  - c. ensuring that their Tenders are accurate and complete;
  - d. making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Tender;

- e. submitting the following
- an Original Valid Tax Clearance Certificate;
  - Long Term Insurance License,
  - Financial Sector Conduct Authority FSP license,
  - Professional Indemnity Insurance Cover;
  - CIPC Registration Certificate; and
  - B-BBEE Certificate.
  - Confirmation of Capital Adequacy Requirement
  - Copy of Last Financial Statements

Failure to provide the required information will result in disqualification of the bidder.

## PREPARATION OF TENDERS

52. Bidders must ensure that:
- a. Their Tender is submitted in the required format as stipulated in this RFP Part C; and
  - b. all the required information fields in RFP Part C are completed in full and contain the information requested by the Fund.

*Note to Bidders: The Fund may in its absolute discretion reject a Tender that does not include the information requested.*

## ILLEGIBLE CONTENT, ALTERATION AND ERASURES

53. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
54. The Fund may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
55. The Fund is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

## OBLIGATION TO NOTIFY ERRORS

56. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time.

An amendment bids without original bid document will not be considered.

## RESPONSIBILITY FOR TENDERING COSTS

57. The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The Fund will not be held responsible for, or pay for, any expense or

loss that may be incurred by Bidders in relation to the preparation or lodgement of their Tender.

## DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

58. All Tenders received by the FUND will be treated as confidential. The FUND will not disclose any Tender contents and Tender information, except:

- a. As required by law;
- b. to external consultants and advisors of the Fund engaged to assist with the Tendering Process.

## USE OF TENDERS

59. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the Fund. Bidders will retain all ownership rights in any intellectual property contained in the Tender.

60. Each Bidder, by submission of their Tender, is deemed to have licensed the Fund to reproduce the whole, or any portion, of their Tender for the purposes of enabling the Fund to evaluate the Tender.

## PERIOD OF VALIDITY

61. All Tenders received must remain valid and open for acceptance for a minimum of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the Fund and the Bidder.

## STATUS OF TENDER

62. Each Tender constitutes an irrevocable offer by the Bidder to the Fund to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.

63. A Tender must not be conditional on:
  - a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
  - b. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
64. The Fund may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
65. The Fund reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

## TENDER RESPONSE

### COMPLIANCE WITH SPECIFICATION

66. Strict adherence to the Specification would be expected from Bidders

*Note to Bidders: The Fund will assume that a Bidders Response complies in all relevant respects with the Specification unless the Bidder states otherwise. Failure to notify the Fund of any non-compliance may result in a Bidders Response being disregarded.*

67. For the purposes of clause 66:
  - **Yes/Complies** means that in all respects the Bidders Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.
  - **Will comply subject to conditions** means that the specified outputs, characteristics or performance standards can only be met by the Bidder subject to certain conditions.
  - **No/Will not comply** means that the specified outputs, characteristics or performance standards is not met by the Bidders Response.

## GENERAL

68. Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.
69. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

## INNOVATIVE SOLUTIONS

70. Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to the Fund's ability to carry out its operations in a more cost-effective manner.
71. These options or solutions may be related to:
  - a. The outputs, functional, performance and technical aspects of the requirement; or
  - b. opportunities for more advantageous commercial arrangements.
72. Any such options or solutions will be considered by the Fund on a "commercial in confidence" basis if so, requested by the Bidder.

## CONTRACT DISCLOSURE REQUIREMENTS

### *DISCLOSURE OF INFORMATION*

73. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with "Use of Tenders").
74. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

## EVALUATION OF TENDERS

### *EVALUATION PROCESS*

75. Following the Closing Time, the Fund intends to evaluate the Tenders received.
76. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
77. Without limiting the Fund's rights in the RFP, the Fund may at any time during the Tendering Process choose to:
  - a. Shortlist one or more Bidders; and
  - b. accept one or more of the Tenders.
78. Unless the Evaluation Criteria explicitly require, the Fund may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.

79. Should the Fund choose to include a short-listing stage in its evaluation process, the Fund is not, at any time, required to notify Bidders or any other person or organisation interested in submitting a Tender.
80. A Bidders Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the Fund. The commencement of negotiations by the Fund with one or more other Bidders is not to be taken as an indication that any Bidders Response has not been successful.

## EVALUATION CRITERIA FORMAT

81. The evaluation criteria is weighted to reflect the importance of the requirements noted in the Specifications:
82. In evaluating Bidders Responses, the Fund will have regard to:
  - a. Specific evaluation criteria identified in the list below;
  - b. the overall value for money proposition presented in the Bidders Response; and
  - c. weighting assigned to any or all of the evaluation criteria specified below.
83. Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the Fund and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.
84. Administrative compliance will be determined in accordance with the conditions listed in this RFP.
85. The evaluation criteria will be in line with the Fund's Procurement Policy
86. Evaluation will be based on a point system and two-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the minimum threshold of the functionality evaluation criteria to be declared responsive and qualify to the next evaluation stage.
87. The value of this bid is estimated to be above R 1,000,000 and therefore the 80/20 reference point system shall apply. The following is the weighting awarded for each



element, and the threshold score.

Evaluation element	Weighting	Threshold score
Technical proposal (Functionality)	70	56 Points

Evaluation element	Weighting	Threshold score
B-BBEE proposal	20	N/A
Price proposal	80	N/A
<b>Total</b>	<b>100</b>	

## FUNCTIONALITY EVALUATION

88. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below, and will be rated as follows:

1 = Poor; 2 = Average; 3 = Good; 4 = Very good.

89. A minimum threshold for functionality of fifty-six (56) points is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

90. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 reference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the bidder.

Quality Criteria	Sub-criteria	Indicators				Sub-weight	Weight
		Poor (1)	Satisfactory (2)	Good (3)	Very Good (4)		
<b>Governance and risk management</b>	Proof of Code of Conduct and Ethics Policy	Referred to Code of Conduct and Ethics Policy in the proposal no evidence provided	Copy of Code of Conduct and Ethics Policy, not signed by relevant authorities.	Copy of Code of Conduct and Ethics Policy Signed by relevant authorities	Copy of Code of Conduct and Ethics Policy signed by relevant authorities. Frequency of policy reviews indicated	<b>3</b>	<b>10</b>
	Governance and Risk management plan	Referred to Governance management plan in the proposal no evidence provided	Copy of Governance management plan not signed by relevant authorities	Copy of Governance management plan signed by relevant authority	Copy of Governance management plan signed by relevant authority Frequency of policy reviews indicated	<b>5</b>	
	Proof of Fidelity Insurance	No evidence of Fidelity Insurance	Indicated existence of Fidelity Insurance but no evidence provided	Fidelity Insurance Cover exist, and evidence provided	Fidelity Insurance cover exist, and evidence provided	<b>2</b>	
<b>Administration Platform (System)</b>	Administration platform capabilities and software.	Manual administration system.	Administration platform and software offering an electronic access and employer/client interface.	Administration platform and software offering an electronic access and employer /client interface and has member functionality.	Administration platform and software offering an electronic access and employer/client interface and has member functionality and benefit payment interface with DoHA and the Banks.	<b>10</b>	<b>15</b>
	Fund accounting principles including pricing and balancing of premiums.	Fund accounting principles not clearly articulated.	Fund accounting principles clearly articulated.	Fund accounting principles clearly articulated, and evidence provided.	Fund accounting principles clearly articulated, and evidence provided. Details of other admin reports provided .	<b>5</b>	

<b>Funeral Benefit</b>	Competitive Benefits Structure per member/spouse/children.	Member/Spouse/Children <R30,000	Member/Spouse/Children R30,001 – R42,000	Member/Spouse /Children R42,001 – R50,000	Member/Spouse/Children >R50,000		<b>20</b>
<b>Member Communication/ Treating Customers Fairly (TCF)</b>	Member services advice/Communication and benefit payment.	No members services, advise or communication	Members services, advise or communication.	Member services, advise or communication with some evidence.	Member services, advise or communication with some evidence, including examples		<b>4</b>
<b>Value Added Benefits:</b> • Accident • Repatriation • Tombstone		No value-add benefits	Limited value-added benefits	All value-added benefits.	All value-added benefits with record of usage.		<b>6</b>
<b>Organisation’s existence and experience</b>	Existence and knowledge and expertise in the field.	Organisation has been in existence for less than 5 years and key staff has limited knowledge and expertise in the field.	Organisation has been in existence for 5 – 10 years and key staff has reasonable knowledge and expertise in the field.	Organisation has been in existence for 10 – 15 years and key staff has extensive knowledge and expertise in the field.	Organisation has been in existence for above 15 years and key staff has outstanding knowledge and expertise in the field.	<b>4</b>	<b>12</b>
	Funeral Members successfully serviced in the past	Organisation has serviced less than 100 000 Funeral members in the past years	Organisation has serviced between 100 001 and 150 000 Funeral members in the past years	Organisation has serviced between 150 001 and 200 000 Funeral members in the past years	Organisation has serviced more than 200 000 Funeral members in the past years	<b>3</b>	

	Organisation's ability to meet its long-term obligations during its existence.	Liquidity ratio of less than 1.0	Liquidity ratio of between 1.0 and 1.25	Liquidity ratio of between 1.25 and 1.49	Liquidity ratio in excess of 1.5	5	
<b>Bonus points for additional information</b>	Mention of significant events, matters, Occurrences which have arisen since the last financial year that could significantly affect operations and ability to continue as a going concern.						3
<b>TOTAL POINTS</b>							70
<b>MINIMUM ACCEPTABLE POINTS (THRESHOLD)</b>						<b>56</b>	

**PRICE EVALUATION**

91. Price points will be allocated based on how benefits are charged and on the fee structure proposed.

**B-BBEE EVALUATION**

92. Twenty (20) points are allocated. B-BBEE rating certificates are applicable, and points allocated in terms of the BBEE Codes of Good Practice guideline as indicated in the following table.

93. Bidders must submit valid BBEE Certificates & Statements which will be verified.

<b>CONTRIBUTOR LEVEL</b>	<b>B-BBEE RECOGNITION LEVEL</b>
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non-Compliant	0

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

94 The preference points claimed by each bidder for attaining the B-BBEE Status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution, will be added to the points scored for price, calculated as described.

**CLARIFICATION OF TENDERS**

95 The FUND may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. The Fund may use such information in interpreting the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of the Fund may render the Tender liable to disqualification.

96 The Fund is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that the Fund considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFP.

**DISCUSSION WITH BIDDERS**

97 In its absolute discretion, the Fund may invite some or all Bidders to give a presentation to the Fund in relation to their submissions, which may include a demonstration of software, programs or unique methodologies proposed, if applicable.

98 The Fund is under no obligation to undertake discussions with, or to invite any presentations from Bidders.

99 In addition to presentations and discussions, the Fund may request some or all Bidders to:

- a. conduct a site visit, if necessary.
- b. provide references or additional information; and/or
- c. make themselves available for panel interviews.

**BEST AND FINAL OFFERS**

100 Bidders or where the Tendering Process involves a short-listing process, shortlisted Bidders may be invited by the Fund to submit a best and final offer in relation to all or certain aspects of their respective Tenders.

101 The Fund is under no obligation to give Bidders the opportunity to submit a best and final offer. If the Fund chooses to give Bidders the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

102 Notwithstanding the possibility that the Fund may give Bidders the opportunity to submit a best and final offer, Bidders should be aware that the Fund will, in conducting its evaluation of Tenders, rely on all information (including all representations) contained in such Tenders. Bidders are therefore encouraged to submit their best and final offers in the first instance.

**SUCCESSFUL TENDERS****NO LEGALLY BINDING CONTRACT**

103 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the FUND for the supply of the Services. No legal relationship will exist between the FUND and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

**PRE-CONTRACTUAL NEGOTIATIONS**

104 The FUND may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

105 A Bidder is bound by its Tender and all other documents forming part of the Bidders Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Tender without negotiation.

#### **NO OBLIGATION TO ENTER INTO CONTRACT**

106 The Fund is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of the FUND, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the FUND will be free to proceed via any alternative process.

107 The FUND may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

#### **ADDITIONAL RULES**

108 It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFP Part C.

109 A Bidder who does not submit all the information as required by the Fund will be disqualified from the Tendering Process.

#### **BIDDER WARRANTIES**

110 By submitting a Tender, a Bidder warrants that:

- a. In lodging its Tender, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Fund, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- b. it did not use the improper assistance of Fund employees or information unlawfully obtained from the Fund in compiling its Tender;
- c. it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- d. it otherwise accepts and will comply with the rules set out in this RFP; and
- e. it will provide additional information in a timely manner as requested by the FUND to clarify any matters contained in the Tender where necessary.

#### **FUND'S RIGHTS**

111 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the

Fund reserves the right, in its absolute discretion at any time, to:

- a. Cease to proceed with, or suspend the Tendering Process prior to any service provider appointment or any execution of a formal written contract;
- b. alter the structure and/or the timing of this RFP or the Tendering Process;
- c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
- d. terminate the participation of any Bidder or any other person in the Tendering Process;
- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. call for new Tenders;
- g. reject any Tender received after the Closing Time;
- h. reject any Tender that does not comply with the requirements of this RFP; or
- i. consider and accept or reject any alternative tender.

## GOVERNING LAWS

112 This RFP and the Tendering Process is governed by the laws applying in the Republic of South Africa.

113 Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

114 All tenders must be completed using the English language and all costing must be in South African Rands.

## INCONSISTENCY

115 If there is any inconsistency between any parts of this RFP, a descending order of precedence must be accorded to:

- (a) the conditions of tendering in Part A and Part B of this RFP, and any annexure or attachments;
- (b) the Bidders response in Part C of this RFP;
- (c) any other part of this RFP, so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.



## RFP - PART B:

### TENDER SPECIFICATION

The successful Bidder is required to offer underwriting services and perform administration of the funeral benefits on behalf of the Fund (participating employers) to employees of the Fund:

1. Provide long term insurance in the form of family funeral benefits for members of the Fund.

The Fund, shall at all times remain the contracting party in relation to the successful service provider.

### REQUIREMENTS IN DETAIL AND SUPPLEMENTARY INFORMATION

#### **A.** *Claims Experience*

The Fund;s claim experience of the Fund shall be made available on request by individual

- the fund or sub-fund established for the FUND is enabled to grant a guarantee in favour of a registered financial institution approved by the FUND, which is secured by an individual member pledging his/ her individual account value to the fund.

#### **B.** *Insured benefits, fees and expenses*

- The Fund undertakes to fund the payment for the funeral benefits premiums;
- Service providers are required to provide competitive proposals for the benefits sought by the Fund;
- The Fund requires a family funeral benefit cover for the principal member, qualifying spouse, and qualifying children;
- The Fund would prefer to have family funeral benefit cover for members of the Fund in terms of the below benefit structure or better:

Main Member	R42 000
Spouse (4)	R37 500
Child 14 to 21 (up to 29 if studying full-time)	R36 000
Child 6 to 13	R24 500
Child 1 to 5	R19 500
Children under 1 year (Including Stillborn)	R12 700

- The Fund elects for the family funeral benefit cover to cease when the principal member ceases to be

an employee of the participating employer or a member of the Fund, the principal member dies or the principal member reaches the normal retirement age.

- The Fund elects Accidental Death Cover for the main member travelling on public transport (on their way to and from work) of R 120,000
- The Fund elects to have value-added benefits as described under the functionality section in Part A.

# RFP - PART C:

## BIDDERS DECARATION

All responses must be provided within the specified boxes, must comply with the word and page limits imposed and must respond to this RFP Part B in accordance with the Conditions of Tendering in this RFP Part A. All Annexures form part of the Bidders Response and must be completed in full and signed.

<b>BIDDERS DECLARATION</b>	
<p>I the undersigned _____ (full name) hereby certify that:</p> <p><input type="checkbox"/> I have read, understood and accept the conditions contained in this RFP.</p> <p><input type="checkbox"/> I have supplied all the required information, and all the information submitted as part of the RFP is true and correct.</p>	
<b>NAME OF THE BIDDER</b>	
<b>IDENTITY NUMBER</b>	
<b>POSITION</b>	
<b>AUTHORISED SIGNATORY</b>	

## BIDDERS RESPONSE

<b>FULL NAME</b>				
<b>POSTAL ADDRESS</b>				
<b>PHYSICAL ADDRESS</b>				
<b>ENTITY REGISTRATION NUMBER</b>				
<b>VAT REGISTRATION NUMBER</b>				
<b>CONTACT PERSON'S FULL NAME</b>				
<b>TELEPHONE NUMBER 1</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>TELEPHONE NUMBER 2</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLULAR PHONE NUMBER</b>				
<b>E-MAIL ADDRESS</b>				
<b>TAX CLEARANCE CERTIFICATE</b>	<b>YES</b>		<b>NO</b>	
<b>FULL NAME OF AUTHORISED AGENT</b>				
<b>TITLE OF AUTHORISED AGENT</b>				
<b>SIGNATURE OF AUTHORISED AGENT and DATE</b>				

<b>EXECUTIVE SUMMARY</b>	<i>Word limit – [250 words]</i>
Provide a brief executive summary giving an overview of the organization and your offerings.	
<b>ADMINISTRATIVE REQUIREMENTS</b>	<b>EVIDENCE TO BE SUBMITTED</b> <i>Word limit – [300 words]</i>
<ol style="list-style-type: none"> <li>1. Insurance policies issued by SA Insurance Companies registered in terms of the Long Term Insurance Act (Act 52 of 1998) as amended.</li> <li>2. Compliance with the Financial Advisory and Intermediary Services Act (Act 37 Of 2002) as amended.</li> <li>3. Please describe your Compliance Reporting process.</li> <li>4. Provide Audited Financial Statements</li> </ol>	
<b>GOVERNANCE &amp; RISK MANAGEMENT</b>	<b>EXPLANATION/ COMMENTS</b>
<ol style="list-style-type: none"> <li>1. Do you have a Code of Conduct including an Ethics Policy that governs your business and your interaction with your clients?</li> <li>2. Does the Bidder have a governance and risk management plan?</li> <li>3. Do you have Fidelity Insurance and does this offer cybercrime cover?</li> <li>4. Do your policies cover legal costs that may be incurred?</li> </ol>	
<b>ADMINISTRATION &amp; COMMUNICATION</b>	<b>EXPLANATION/ COMMENTS</b> <i>Word limit – [400 words]</i>
<ol style="list-style-type: none"> <li>1. Do you have an administration platform and software?</li> <li>2. Can Members access the system online or through the web?</li> <li>3. Do you offer an electronic Fund interface?</li> <li>4. What member advice/communication services do you offer</li> <li>5. Do you have interface with DoHA?</li> <li>6. What reporting do you provide to the Fund and what is the frequency?</li> <li>7. Please describe your fund accounting principles including pricing.</li> <li>8. Please describe your complaints reporting process, including the turn-around times</li> </ol>	
<b>ORGANISATION'S EXPERIENCE</b>	<b>EXPLANATION/ COMMENTS</b>
<ol style="list-style-type: none"> <li>1. Provide details of your organisation's experience</li> </ol>	

<p>in the industry as it applies to the required Services.</p> <p>2. How long has the organisation been in existence for?</p>	
<b>BONUS POINTS FOR ADDITIONAL INFORMATION</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Are there any significant events, matters, occurrences or circumstances which have arisen since the end of your last financial year which may significantly affect operations and your ability to continue to operate as a going concern?</p> <p>2. Are there any other factors which could adversely impact on your financial ability to successfully perform the obligations contemplated in this RFT?</p>	

**A1. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- 1 In order to meet this requirement bidders are required to complete in full the form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via e-Filing. To use this provision, taxpayers will need to register with SARS for e-Filing through the website [www.sars.gov.za](http://www.sars.gov.za)

**A2. FINANCIAL VIABILITY REQUIREMENTS**

1. Are there any significant events, matters, occurrences or circumstances which have arisen since the end of your last financial year which may significantly affect operations and your ability to operate as a going concern.

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**PRICING SCHEDULE**

Name of Bidder:	Ref Number:
Closing Time: 12H00	Closing Date xxxxxxxxxxxx

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

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

R.....

COSTING	EXPLANATION/ COMMENTS <i>Word limit – [200 words]</i>
<ol style="list-style-type: none"> <li>1. How are your fees increased and how regularly are these increases effected?</li> <li>2. How do claims affect the fees and costs charged?</li> <li>3. What makes your cost structure competitive?</li> </ol>	



**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number PSSPF/02/24 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to render to required service and funeral benefits to the Fund as detailed in Specification section of the Request for Tender document:

IN AMOUNT:

R\_(including VAT) IN WORDS:

R\_\_\_\_\_ (including VAT)

We confirm that this price covers all activities associated with the required services as per the requirements in the specification.

We confirm that Fund will incur no additional costs whatsoever over and above this amount.

We undertake to hold this offer open for acceptance for a period of 120 (hundred and twenty) days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Fund.

We further agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Fund shall not constitute a binding agreement between us, governed by the terms and conditions set out in this REQUEST FOR PROPOSAL.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

<b>PRICE DECLARATION (MANDATORY INFORMATION)</b>	
<p>I the undersigned _____ (full name) hereby certify that:</p> <p><input type="checkbox"/> I have read, understood and unconditionally accept that the conditions contained in above Section of this RFP.</p> <p><input type="checkbox"/> I have supplied all the required information, and all the information submitted as part of the Pricing Section of this RFP is true and correct.</p>	
NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the Fund, or persons having a kinship with persons employed by the Fund, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the Fund, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the Fund; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf, the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

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2.2 Identity Number .....

2.3 Position occupied in the Fund (Trustee, Principal Officer Employees, Consultant):.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number: .....

2.7 Are you or any person connected with the bidder/Fund

YES/NO

Are you or any person connected with the bidder presently employed by the Fund?

YES/NO

2.7.1 If so, furnish the following particulars:

Name of person/Principal Officer /trustee/Consultant/ Employee

.....

Any other particulars:

.....

.....

.....

## 4. DECLARATION

I, THE UNDERSIGNED (NAME).....

- CERTIFY THAT THE INFORMATION FURNISHED IABOVE IS CORRECT.
  
- I ACCEPT THAT THE FUND MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>NAME OF BIDDER</b>	
<b>IDENTITY NUMBER</b>	
<b>POSITION</b>	
<b>SIGNATURE OF AUTHORISED SIGNATORY</b>	