

## Request for Proposals (RFP)

### ***The Provision of Risk Management and Short-Term Insurance Brokerage Services to the CSIR for a period of Five (5) years***


### **RFP No. 3552/09/12/2022**

Date of Issue	Thursday, 24 November 2022	
Compulsory Briefing and Site Inspection	<u>Date:</u> Thursday, 01 December 2022 <u>Time:</u> 10h00 to 11h00 <u>Venue:</u> <b><i>MS TEAMS: Please refer to section 11, page 13 below for the briefing session link</i></b>	
Closing Date	Friday, 09 December 2022 at 16h30	
Enquiries and submission of proposals	Strategic Procurement Unit	E-mail: tender@csir.co.za
CSIR business hours	08h00 – 16h30	
Category	Professional Services	

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## SECTION A – TECHNICAL INFORMATION

### 1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. Through collaboration with national and international institutions, CSIR undertakes directed and multidisciplinary research and technological innovation that contributes to the socio-economic development of the country which has a direct impact on the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria, while it is represented in other provinces of South Africa through regional offices.

**The CSIR sites are located as follows:**

Province	CSIR Site Name/Location
Western Cape	10 Jan Cilliers Street, Stellenbosch
	15 Lower Hope Road, Rosebank, Cape Town
Kwazulu Natal	359 King George V (5th) Avenue, Durban
Gauteng	Meiring Naude Road, Brummeria, Pretoria
	Paardefontein, Gauteng
	Kloppersbos, Gauteng
	Auckland Park– Carlow Road, Johannesburg Gauteng
	Auckland Park – Corner Menton and Frost Avenue, Cottesloe, Johannesburg Gauteng

### 2 BACKGROUND

In the normal course of business, the CSIR encounters numerous risks that pose various threats. In mitigating its risks, the CSIR wishes to cost effectively transfer some of it by taking out a short-term insurance cover. Therefore, the CSIR 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 CSIR business for a period of five (5) years. The services are necessary to manage the vastly diverse and complex insurance needs of the CSIR.

## **2.1 Purpose of the project**

CSIR needs to secure the services of an insurance broker with experience, expertise and capacity to act as an intermediary between the CSIR and the insurance market (i.e., insurers and other risk financing institutions).

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

- a. Insurance services for CSIR short-term assets; and
- b. Securing other short-term insurance cover such as general liability, personal injury, employment practice liability and any other emerging liability risks.
- c. The services to be rendered as a Short-Term Insurance Broker over the 5-year period should include general services related to the placement, maintenance, and administration of the insurance portfolio.

## **3 INVITATION FOR PROPOSAL**

Proposals are hereby invited for the Provision of Risk Management and Short-Term Insurance Brokerage Services to the CSIR for a period of Five (5) years.

## **4 SCOPE OF WORK AND DELIVERABLES**

The appointed service provider will be required to provide Risk Management and Short-term brokerage Insurance service to the CSIR for a period of 5 years. The scope of work entails the following:

### **4.1 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;
  - Day to day correspondence and queries;
  - Monitor premium payments and refunds in accordance with accounts and statements;
  - Keep CSIR up to date with latest amendments to the Legislation on Insurance through workshops / webinars, reports, etc.

## **i. Technical requirement**

### *1. Assets*

- To cover all tangible property of every description belonging to the CSIR or in which the CSIR has any proprietary 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 CSIR business activities.
- SASRIA Cover

### *2. Employees liability*

- **Public Liability**, to protect the CSIR 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 CSIR 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.

## **ii. Event**

A cover that indemnifies the CSIR for damages which the event organizer (CSIR), 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.

## **iii. International Travel / Sea Travel (Corporate travel)**

A cover for an employee of the CSIR whilst travelling on international journeys incurs medical and related expenses as a result of illness or injury or liability.

## **iv. Business interruption**

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

## **v. 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 CSIR including hired in vehicles. All vehicles should be comprehensively insured.

**vi. 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 CSIR, 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.

**vii. Contract works**

**Section 1: Contract Works**

Physical loss or damage to the property insured within the territorial limits - during dismantling of property in connection with the insured contract - during transit including loading, unloading and temporary storage during preparation of the contract site and while the property insured is on the contract site until completion of and transfer of risk in the whole of the permanent works under the insured contract to the employer - during the maintenance or defects liability period pertaining to any part of the permanent works but only i.r.o. loss or damage arising from a cause occurring prior to commencement of such maintenance / defects liability period, or, arising from any act of omission of CSIR in pursuance if CSIR's obligations.

**i. Personal accident**

Cover for accidental death or bodily injury to insured persons on business hours plus commuting to and from work giving rise to one of insured events specified.

**ii. Marine and special equipment / Open Hull**

Covers the loss or damage of ships, boats, sub-marines, cargo, and related equipment. Covers property transported by sea, air and/or road transport

**iii. Aggregate Fund**

An Aggregate Fund is the money that the CSIR withholds and not pay to the insurers as part of the insurance premium (pay away premiums) on contract initiation, thus resulting in potential savings when a favourable claims record is secured for the relevant year. Aggregate Fund option provides

the CSIR an option to pay for future insurance claims firstly (out of the fund) before the insurer(s) can start paying, meaning the insurers will only start paying towards the premiums if the fund value is depleted.

## **General**

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

### **4.2 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:

- Internal and external discussions to set renewal and maintenance strategy;
- Internal Strategy meetings;
- Review existing cover;
- Established uninsured risks and internal self-insurance capacity;
- 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;
- Pre-renewal meeting to discuss excess structures and alternatives of renewal;
- Renewal follow-up on alternative quotations;
- Presentation of renewal terms and recommended options;
- Confirmation of placement and 100% cover;
- Confirmation of credit rating of insurance and re-insurance markets;
- Premium allocations on recommended aggregates and service fees;
- 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 and issuing of accounts within 30 days of transactions;



- Claims administration;
- Monitor premium payments and refunds in accordance with accounts and statement;
- Ad hoc training where required in terms of policy and procedural manual.
- The broker should also have a digital claims system

#### 4.3 Monitoring progress of deliverables

Adherence to the Service Level Agreement will be monitored by way of the following:

- Annual Post Renewal/Placement reports.
- Quarterly reports providing details of work done during the quarter.
- Annual performance review.
- Regular meetings

## 5 PROPOSAL SPECIFICATION & REQUIRED DOCUMENTATION

All proposals are to be submitted in a format specified in this RFP.

Bidders are to submit responses in the following format prescribed below. Failure to adhere to this may result in disqualification and the tender may be deemed as non-responsive.

### 5.1 Technical Proposal

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

- Covering letter.
- A company profile must be submitted indicating salient factors such as:
  - Date business started
  - Shareholders and directors, registered and committed
  - Trade references for similar assignments (min five references)
  - The key contact people (plus detailed CV in terms of FAIS, fit and proper standing) that would be allocated to this assignment.
- 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 involved in the day-to-day servicing of the CSIR portfolio.

- 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.
- Copy of bidders Standard Terms of Engagement (TOE) to be provided
- Existing client reference contact details/letter confirming prospective suppliers' involvement in 5 clients similar to the size of CSIR
- Sample of the 5 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 CSIR.

## **5.2 Financial Proposal:**

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

- Cover letter
- Proposed cost/ commercial offer on official company letterhead.
- The pricing must be firm and inclusive of all costs and disbursements required to render the required services to the CSIR.
- A detailed cost breakdown of the proposed cost in line with scope of work and deliverables.
- Pricing must be for brokerage services only, annually for a period of five years
- Provide a valid copy of a B-BBEE certificate or valid sworn affidavit (RSA suppliers only).

## **6 DURATION OF SERVICES**

The services will be required for a period of at least five (5) years from date of appointment. The anticipated contract start date is 01 April 2023.

## **7 FUNCTIONAL EVALUATION CRITERIA**

The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

No.	Criteria	Weight
1	<b>Project proposal, approach, and methodology to meet service requirements</b> <ul style="list-style-type: none"> <li>• Overall proposal</li> <li>• Technical approach</li> <li>• Insurance and risk management programme structure</li> </ul>	20%
2	<b>Experience and track record of service provider</b> <ul style="list-style-type: none"> <li>• Service provider client and industry experience</li> <li>• Existing written client reference letters confirming involvement in clients similar to the size of CSIR</li> <li>• Sample of the largest claims handled by the prospective suppliers till final settlement by insurers in the past 3 years. Include contact details of the insureds.</li> <li>• Value of previous claims handled</li> </ul>	40%
3	<b>Experience of key personnel and team competency</b> <ul style="list-style-type: none"> <li>• Qualifications and experience of the Account Executive and support team</li> </ul>	20%
4	<b>Proposed innovations to reduce cost of risk</b> <ul style="list-style-type: none"> <li>• Case studies with contact details where innovative insurance and risk management solutions have been provided</li> </ul>	20%
<b>TOTAL</b>		<b>100%</b>

**7.1** Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **70 %** and less than **70 %** on any of the individual criteria will be eliminated from further evaluation.

**7.2** Refer to **Annexure A** for the scoring sheet that will be used to evaluate functionality.

## **8 ELIMINATION CRITERIA**

Proposals will be eliminated under the following conditions:

- Submission after the deadline.
- Proposals submitted at incorrect location (Bids must be submitted electronically at tender@csir.co.za);
- Non-submission or incomplete SBD 1 form.
- Failure to submit valid proof of professional indemnity insurance or letter of intent from an Insurance Company with a minimum of R400 000 000.00

- Non-submission of Bidder Declaration Form
- Non- submission of completed and duly signed Bidder Disclosure Form- SBD 4
- Bidders that are listed on the National Treasury (NT) database of restricted suppliers will not be considered.
- Bidders that are registered on the NT Register of Tender Defaulters will not be considered.

## **9 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE REGISTRATION**

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: [www.csd.gov.za](http://www.csd.gov.za);
- provide the CSIR of their CSD registration number; and
- provide the CSIR with a valid copy of their B-BBEE certificate. If no certificate can be provided, no points will be scored during the evaluation process. (RSA suppliers only).

## SECTION B – TERMS AND CONDITIONS

### 10 PROCEDURE FOR SUBMISSION OF PROPOSALS

10.1 All proposals must be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za).

10.2 Respondents must use the RFP number as the subject reference number when submitting their bids.

10.3 The e-mail and file sizes should not exceed a total of 25MB per e-mail.

10.4 The naming/labelling syntax of files or documents must be short and simple (e.g., Product Catalogues).

10.5 All documents submitted electronically via e-mail must be clear and visible.

10.6 All proposals, documents, and late submissions after the due date will not be evaluated.

**NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED**

### 11 VIRTUAL BRIEFING SESSION MEETING

Please see following link to access the meeting link on Microsoft Teams:

[https://teams.microsoft.com/join/19%3ameeting\\_MzU4ZDAwYjltYzk2ZC00MjVklTg4ZTMtZDFhNmQ0NDdlZmNm%40thead.v2/0?context=%7b%22Tid%22%3a%222fd3c5d5-ddb2-4ed3-9803-f89675928df4%22%2c%22Oid%22%3a%22385f82af-6c1a-4d92-95f7-939ceb601eee%22%7d](https://teams.microsoft.com/join/19%3ameeting_MzU4ZDAwYjltYzk2ZC00MjVklTg4ZTMtZDFhNmQ0NDdlZmNm%40thead.v2/0?context=%7b%22Tid%22%3a%222fd3c5d5-ddb2-4ed3-9803-f89675928df4%22%2c%22Oid%22%3a%22385f82af-6c1a-4d92-95f7-939ceb601eee%22%7d)

Please note the following:

- Bidders will be required to be inside the meeting by 10h00.
- No prospective bidder will be allowed to enter the meeting after 10h05
- Companies will only be allowed to have a maximum of two (2) representatives in the meeting
- Bidders to join the meeting at least 15 minutes before the session
- Bidders who struggle to gain access to the meeting must notify the CSIR in advance and send an email to [tender@csir.co.za](mailto:tender@csir.co.za) with the RFP number as the subject reference.

### 12 TENDER PROGRAMME

The tender program, as currently envisaged, incorporates the following key dates:

- Issue of tender documents: 24 November 2022
- Briefing Session Date: 01 December 2022
- Last date for submission of queries: 05 December 2022
- Closing / submission Date: 09 December 2022

### 13 SUBMISSION OF PROPOSALS

**13.1** All proposals are to be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za). No late proposals will be accepted.

**13.2** Responses submitted by companies must be signed by a person or persons duly authorised.

**13.3** All e-mailed proposal submissions are to be clearly subject referenced with the RFP number. Proposals must consist of two parts, each of which must be sent in two separate e-mails with the following subject:

**PART 1:** Technical Proposal RFP No.: 3552/09/12/2022

**PART 2:** Pricing Proposal RFP No.: 3552/09/12/2022

**13.4** The CSIR will award the contract to qualified tenderer(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, and B-BBEE.

**13.5** Proposals submitted must be in the following file formats:

- PDF

### 14 DEADLINE FOR SUBMISSION

Proposals shall be submitted at the e-mail address mentioned above no later than the closing date of **Friday, 09 December 2022**, during CSIR's business hours. The CSIR business hours are between 08h00 and 16h30.

Where a proposal is not received by the CSIR by the due date and stipulated e-mail address, it will be regarded as a late submission. Late submissions will not be considered.

### 15 AWARDING OF TENDERS

**15.1** Awarding of tenders will be published on the National Treasury e-tender portal or the CSIR's tender website. No regret letters will be sent out.

## **16 EVALUATION PROCESS**

### **16.1 Evaluation of proposals**

An evaluation team will evaluate all proposals for functionality, price, and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, the CSIR will approve the awarding of the contract to successful tenderer/s.

A two-phase evaluation process will be followed:

16.1.1 The first phase includes the evaluation of elimination and functionality criteria.

16.1.2 The second phase includes the evaluation of price and B-BBEE status.

Pricing Proposals will only be considered after the functionality phase has been adjudicated and accepted. Only proposals that achieved the specified minimum qualification scores for functionality will be evaluated further using the preference points system.

### **16.2 Preference points system**

The 80/20 preference point system will be used where 80 points will be dedicated to pricing and 20 points to B-BBEE status. If all tenders received are more than R50m, the proposal will be cancelled and re-issued.

## **17 REQUIREMENTS FOR A VALID BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE, CIPC CERTIFICATE AND SWORN AFFIDAVIT**

**17.1** Only those tenderers who submit a valid SANAS accredited B-BBEE certificate or Sworn Affidavit (dtic or CIPC) will be awarded points for B-BBEE during evaluation.

**17.2** The following constitutes a valid **B-BBEE certificate**:

- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address;
- Value-Add Tax number, where applicable;
- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes;
- B-BBEE status with corresponding procurement recognition level.
- The relevant Codes used to issue the B-BBEE Verification Certificate.

- Date of issue and expiry (e.g., 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate
- Financial period which was used to issue the B-BBEE Verification Certificate.
- Unique identification number of the B-BBEE verification professional or agency (e.g., BVA...).
- Name and logo/mark of the B-BBEE verification professional or agency.
- A B-BBEE Verification Certificate must be signed by the technical signatory at the bottom with full name and surname. The details of the technical signatory can be checked from the SANAS website ([www.sanas.co.za](http://www.sanas.co.za)). No other person is allowed to sign the B-BBEE Verification Certificate apart from the technical signatory.
- The SANAS logo on the B-BBEE Verification Certificate.

**17.3** The following constitutes a valid **the dtic Sworn Affidavit:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
- Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
- B-BBEE Status level. An enterprise can only have one status level.
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same.
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.



**17.4** The following constitutes a valid **CIPC B-BBEE certificate**:

- Name of enterprise, registration number and business address.
- Date of issue and expiry adding to twelve months (e.g. 9 June 2018 to 8 June 2019) must be indicated.
- Percentage of total black ownership, black female ownership and total white ownership.
- Certificate number.
- Barcode with tracking number
- Barcode with enterprise number.
- B-BBEE Status and procurement recognition level.
- The dtic logo on the top left corner, and CIPC logo on the top right corner.
- CIPC watermark

## **18 PRICING PROPOSAL**

**18.1** Pricing proposal must be cross-referenced to the sections in the Technical Proposal. Any options offered must be clearly labelled. Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.

**18.2** Price needs to be provided in South African Rand (excl. VAT).

**18.3** Only firm prices\* will be accepted during the tender validity period. Non-firm prices\*\* (including prices subject to rates of exchange variations) will not be considered.

**18.4** Payment will be according to the CSIR Payment Terms and Conditions.

## **19 VALIDITY PERIOD OF PROPOSAL**

Each **proposal** shall be valid for a period of hundred and twenty (120) calendar days calculated from the closing date.

## **20 APPOINTMENT OF SERVICE PROVIDER**

- 20.1** The contract will be awarded to the tenderer who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 20.2** Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, CSIR reserves the right to appoint an alternative supplier.
- 20.3** Awarding of contracts will be announced on the National Treasury website, and no regret letters will be sent to unsuccessful bidders.

## **21 ENQUIRIES AND CONTACT WITH THE CSIR**

Any enquiry regarding this RFP shall be submitted in writing to CSIR at [tender@csir.co.za](mailto:tender@csir.co.za) with **RFP No: 3552/09/12/2022 – “The Provision of Risk Management and Short-Term Insurance Brokerage Services to the CSIR for a period of Five (5) years”** as a subject.

Any other contact with CSIR personnel involved in this tender is not permitted during the RFP process other than as required through existing service arrangements or as requested by the CSIR as part of the RFP process.

## **22 MEDIUM OF COMMUNICATION**

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

## **23 COST OF PROPOSAL**

Tenderers are expected to fully acquaint themselves with the conditions, requirements, and specifications of this RFP before submitting proposals. Each bidder assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and participation throughout the RFP process. The CSIR is not responsible directly or indirectly for any costs incurred by tenderers.

## **24 CORRECTNESS OF RESPONSES**

- 24.1** The tenderer must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP. The prices and rates quoted must cover all obligations under any resulting contract.
- 24.2** The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

## **25 VERIFICATION OF DOCUMENTS**

- 25.1** Tenderers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. The CSIR will accept no liability concerning anything arising from the fact that pages are missing or duplicated.
- 25.2** Only one electronic copy of the proposal (Technical and Financial) must be submitted via e-mail to [tender@csir.co.za](mailto:tender@csir.co.za). If the bidder sends more than one proposal, the first submission shall take precedence should it not have been recalled/withdrawn in writing by the bidder.
- Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a separate e-mail and no such information should be available in the technical proposal.

## **26 SUB-CONTRACTING**

- 26.1** A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 26.2** A tenderer awarded a contract may not sub-contract more than **25%** of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

## **27 ENGAGEMENT OF CONSULTANTS**

The consultants will only be remunerated at the rates:

- 27.1** 23.1 Determined in the "Guideline for fees", issued by the South African Institute of Chartered Accountants (SAICA); or
- 27.2** 23.2 Set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- 27.3** 23.3 Prescribed by the body - regulating the profession of the consultant.

## **28 TRAVEL EXPENSES**

- 28.1** 24.1 All travel expenses for the CSIR's account, be it directly via the CSIR's travel agent or indirectly via re-imbursements, must be in line with the CSIR's travel policy. The following will apply:
- 28.2** 24.2 Only economy class tickets will be used.
- 28.3** 24.3 A maximum of R1400 per night for accommodation, dinner, breakfast and parking will be allowed.
- 28.4** 24.4 No car rentals of more than a Group B will be accommodated.

## **29 ADDITIONAL TERMS AND CONDITIONS**

- 29.1** A tenderer shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.
- 29.2** Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 29.3** In case of proposal from a joint venture, the following must be submitted together with the proposal:
- Joint venture Agreement including split of work signed by both parties;
  - Certified copy of the B-BBEE certificate of the joint venture;
  - The Tax Compliance Status of each joint venture member;
  - Proof of ownership/shareholder certificates/copies; and
  - Company registration certificates.
- 29.4** An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 29.5** Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

## **30 PERSONAL INFORMATION**

- 30.1** Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The Client further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 30.2** Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 30.3** The Client consents to the transfer of such information to CSIR’s business contacts outside South Africa in order to further its business interests.
- 30.4** While performing any activity where a Party is handling personal information as a “responsible party” (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party’s instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 30.5** Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.
- 30.6** Where relevant, the Client shall procure that all of its personnel, agents, representatives, contractors, sub-contractors, and mandataries shall comply with the provisions of this clause 12 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit Client’s compliance with the requisite POPI Act safeguards.

## **31 CSIR RESERVES THE RIGHT TO**

- 31.1** Extend the closing date;
- 31.2** Verify any information contained in a proposal;
- 31.3** Request documentary proof regarding any tendering issue;
- 31.4** Give preference to locally manufactured goods;

- 31.5** Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- 31.6** Award this RFP as a whole or in part;
- 31.7** Cancel or withdraw this RFP as a whole or in part.

## **32 DISCLAIMER**

This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the tenderer or any other party in connection therewith.

## DECLARATION BY TENDERER

**Only tenderers who completed the declaration below will be considered for evaluation.**

**RFP No: 3552/09/12/2022**

I hereby undertake to render services described in the attached tendering documents to CSIR in accordance with the requirements and task directives / proposal specifications stipulated in **RFP No. 3552/09/12/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the CSIR during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with regards to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other proposal.

I accept that the CSIR may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**28. SCHEDULE OF BIDDER'S REFERENCE INFORMATION (NB- To be submitted with technical proposal)**

The bidder must provide details of the bidder's current experience in providing similar services. Only references for work done in the past 5 years must be provided.

<b>Client / Company Name</b>	<b>Contact person, email, and Telephone Number</b>	<b>Description of goods and/or services delivered</b>	<b>Value of the goods and/or services delivered (Inclusive of Vat)</b>	<b>Date when goods and/or services were delivered to client</b>



**34 ANNEXURE A: FUNCTIONAL CRITERIA SCORESHEET**

No.	Criteria	Proof required	Points allocation	Weight
1	<p>Project proposal, approach, and methodology to meet service requirements</p> <ul style="list-style-type: none"> <li>Insurance and risk management programme structure</li> <li>Clearly demonstrate how the contract will be managed</li> <li>Give a detailed process to be followed for claims and payments including waiting periods for claims to be processed</li> </ul>	Methodology	<ul style="list-style-type: none"> <li>Non-submission – <b>0 points</b></li> <li>Approach is generic and will not meet projects requirements. The project plan does not meet requirements – <b>3 points</b></li> <li>Approach is specifically tailored to suit the requirements and will meet the needs. The project plan does not meet requirements The project plan is specifically tailored to meet CSIR requirements – <b>7 points</b></li> <li>The approach is innovative, the timeframes and project plan are suited to the project needs. Includes value added benefits (i.e., digital claims management system – <b>10 points</b></li> </ul>	20%
2	<p>Experience and track record of service provider</p> <ul style="list-style-type: none"> <li>Service provider client and industry experience</li> </ul>	Company profile	<p><b>Years in insurance industry</b></p> <p>&lt; 3 years = 0                      4-6 years = 3                      7-10 years = 7                      &gt; 10 years = 10</p>	10%
	<p>Existing written client reference letter confirming involvement in clients similar to the size of CSIR</p> <p><b>CSIR will liaise with the contacts on the reference letters to determine the experience and expertise of the service team.</b></p>	Client reference letters OR completed schedule of reference information per section 29 of RFP	<p><b>Verified client references</b></p> <p>&lt; 2 = 0                      3-4 = 3                      4-6 = 5                      7-8 = 7                      &gt;9 = 10</p>	7.5%
	<p>Sample of the largest claims handled by the prospective suppliers till final settlement by insurers in the past 3 years. Include contact details of the insureds.</p>	Largest claims handled, including the client's	<p><b>Sample of previous claims handled</b></p> <p>No submissions or claims handled = 0                      3-4 = 3</p>	7.5%

	<b>CSIR will liaise with the contacts on the reference letters to determine the experience and expertise of the service team.</b>	name and details of the claims.	4-6 = 5 7-8 = 7 >9 = 10	
	Sample of the largest claims handled by the prospective suppliers till final settlement by insurers in the past 3 years. Include contact details of the insureds.	Value of previous claims handled successfully before. Bidder to provide list of highest value claims handled	<b>Value of Previous Claims handled before as main Broker</b> No information provide / No claims handled = 0 Largest claim handled is between R100k and R500k = 3 Largest claim handled is between R501k and R1M = 5 Largest claim handled is between >R1M and R3M = 7 Largest claim handled is over >R3M = 10	15
3	<b>Experience of key personnel and team competency</b> <ul style="list-style-type: none"> <li>Qualifications and experience of the Account Executive and support team</li> </ul>	Detailed CVs	<b>Account Executive – Non-Marine</b>  < 3 years = 0 3-5 years = 3 6-10 years = 7 > 10 years = 10	7.5%
			<b>Account Executive – Marine</b>  < 3 years = 0 3-5 years = 3 6-10 years = 7 > 10 years = 10	5%
			<b>Internal Broker – Non Marine</b>  < 3 years = 0 3-5 years = 3 6-10 years = 7 > 10 years = 10	5%

			<b>Internal Broker – Marine</b> < 3 years = 0 3-5 years = 3 6-10 years = 7 > 10 years = 10	2.5%
4	<b>Proposed innovations to reduce cost of risk</b> • Case studies with contact details where innovative insurance and risk management solutions have been provided	Case studies	Case studies verified No case study submitted = 0 1 case study = 3 2 case studies = 7 3 case studies = 10	20%
	<b>TOTAL</b>			<b>100%</b>

### 35 ANNEXURE B RETURNABLE CHECKLIST

**NOTE:** The bidder is required to complete each and every schedule listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the bidder. Failure of a bidder to complete the schedules and forms to the satisfaction of the CSIR will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

The bidder must complete the following returnable documents:

Description (please label your file dividers according to this table so that it becomes easier to trace your documents)		Submitted (Please tick)	
		Yes	No
<b>#</b>	<b>Elimination criteria (Folder 1)</b>		
1	Invitation to Bid form- SBD 1		
2	Bidder's Disclosure Form- SBD 4		
3	Proof of professional indemnity insurance of R400M		
4	Bidder's Declaration of Interest Form.		
<b>#</b>	<b>Technical proposal (Part A) (Folder 2)</b>		
4	Company profile		
5	Company Experience		
6	Reference letters / Reference Schedule		
7	CVs		
8	Professional registration		
<b>#</b>	<b>Financial proposal (Part B) (Folder 3)</b>		
9	Cover Letter		
10	Completed Offer – price		
11	Copy of valid B-BBEE certificate or valid sworn		

12	CSD registration report (RSA suppliers only)		
<b>#</b>	<b>Proposal from a joint venture (Folder 4)</b>	<b>Applicable</b>	<b>Not applicable</b>
13	In case of proposal from a joint venture, the following must be submitted together with the proposal:	<b>Yes</b>	<b>No</b>
14	Joint venture Agreement including split of work signed by both parties		
15	Certified copy of the B-BBEE certificate of the joint venture		
16	The Tax Compliance Status of each joint venture member		
17	Proof of ownership/shareholder certificates/copies		
18	Company registration certificates		

***Any other relevant document may be submitted, to substantiate the bidder's proposal.***

**36 ANNEXURE C: PRICING SCHEDULE**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>TOTAL CONTRACT PRICE</b>
Annual Broking fee (R)						
<b>TOTAL PRICE, exclusive of VAT:</b>						
<b>VAT 15% (if applicable)</b>						
<b>Unconditional Discount(s)</b>						
<b>Total Inclusive of VAT (where applicable)</b>						

**Notes to Pricing:**

- a. Prices must be quoted in South African Rand, inclusive of VAT
- b. CSIR requires that the Insurance Broking Services be provided on an Annual Broking Fee basis and not on a Commission basis.
- c. The annual broking fee should include all cost related to the scope of service the (Traveling fee, Administration fee, Labour fee, Training Fee, Claims handling fee and Claims Settlement fee (per claim))
- d. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared nonresponsive.
- e. Please note that should you have offered a discounted price(s), CSIR will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f. Bidder to provide a breakdown of pricing on a separate sheet.

**NB: Bidders are to note that if the price offered by the highest scoring bidder is not market related, CSIR may not award the contract to that bidder. CSIR may:**

- negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ.
- if that bidder does not agree to a market-related price, negotiate a market-related price with the bidder scoring the second highest points or cancel the RFQ.
- if the bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the bidder scoring the third highest points or cancel the RFQ.
- If a market-related price is not agreed with the bidder scoring the third highest points, CSIR may cancel the RFQ.

**NB: The above cost must be inclusive of all costs required to render the required services as per above scope of work and specifications.**

**37 ANNEXURE C REFERENCE FORM**

TO BE COMPLETED FOR EACH REFERENCE SUBMITTED (FORM TO BE COMPLETED BY REFERENCE AND NOT BIDDER):

**It is critical for the referee to complete the form fully. CSIR will not give scores for incomplete forms**

Referee Company legal Name: .....

Bid Description (reference provided for): .....

Describe the service/work done: .....

.....

.....

Project Start Date: ..... Project End Date: .....

Contract Amount: .....

Rate Service Provider (Put a mark to the relevant score)

Indicator	Excellent	Very good	Good	Poor	Unacceptable
Score	5	4	3	2	1

Would you use the service provider again: Yes / No

Referee Contact Person: .....

Referee Designation: .....

Referee Contact number: .....

Referee Email: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct.

Bidder's referee signature: ..... Date: .....