

EXPRESSION OF INTEREST:

POTENTIAL BIDDERS ARE REQUIRED TO NOTIFY THE LAND BANK SUPPLY CHAIN DEPARTMENT OF THEIR INTENTION TO TENDER FOR THE ABOVE MENTIONED TENDER

NOTIFICATION OF INTENT TO BID FOR THIS TENDER WILL ALLOW THE SUPPLY CHAIN DEPARTMENT TO SHARE CRITICAL INFORMATION DURING THE DURATION OF THE TENDER

POTENTIAL BIDDERS ARE TO SUBMIT THE FOLLOWING DETAILS VIA E-MAIL TO NMAHARAJ@LANDBANK.CO.ZA / LFASO@LANDBANK.CO.ZA

NAME OF COMPANY:

CONTACT PERSON(S):

PHONE:

E-MAIL ADDRESS:

REQUEST FOR PROPOSAL

APPOINTMENT OF A SERVICE PROVIDER FOR AN ACTUARIAL SOFTWARE FOR LBLIC FOR A PERIOD OF 5 YEARS

T10/06/23

The Land and Agricultural
Development Bank of South Africa
P O Box 375 Pretoria 0001
272 Lenchen Avenue, Lakefield Office Park,
Building A, First Floor,
Die Hoewes, Centurion
Telephone (012) 686 0500 Toll-free
0800 00 52 59
E-mail address: info@landbank.co.za Web
address: www.landbank.co.za
**Registered credit provider: Reg
number NCRCP18**

Directors: Ms R Nkosi (Chairperson), Mr AL Makenete (Deputy Chairperson), Mr TM Rikhotso (Chief Executive Officer), Ms ME Makgatho, Prof JF Kirsten, Ms TN Mashanda, Ms NP Motshegoa, Ms D Maithufi, Ms E Pillay, Dr MM Tom and Mr DW Van der Westhuizen

Ms KH Mukhari (Chief Financial Officer) and Mr Mashumi K Mzaidume (Company Secretary)

TABLE OF CONTENTS

1. INVITATION TO TENDER	4
2. DEFINITION OF TERMS.....	Error! Bookmark not defined.
3. OVERVIEW OF LAND BANK	5
4. BACKGROUND AND SCOPE OF WORK.....	6
5. PREFERENCE AND FINANCIAL EVALUATION	15
6. COSTING	Error! Bookmark not defined.
7. OBJECTIVE CRITERIA & RISK ANALYSIS	18
8. TERMS OF CONTRACT	20
9. GENERAL MANDATORY CONDITIONS.....	20
10. SUBMISSION REQUIREMENTS	20
12. TERMS OF CONTRACT	21
13. PROTECTION OF PERSONAL INFORMATION	21
<u>ANNEXURE A: VENDOR INFORMATION SHEET</u>	
<u>ANNEXURE B: DECLARATION OF INTEREST</u>	
<u>ANNEXURE C: COVENANT OF INTEGRITY</u>	
<u>ANNEXURE D: FICA REQUIREMENTS</u>	
<u>ANNEXURE E: TERMS AND CONDITIONS</u>	
<u>ANNEXURE F: DRAFT SERVICE LEVEL AGREEMENT</u>	
<u>ANNEXURE G: BRIBERY AND CORRUPTION DECLARATION</u>	
<u>ANNEXURE H: SBD 1 TAX COMPLIANCE</u>	
<u>ANNEXURE I: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE</u> <u>PREFERENTIAL PROCUREMENT REGULATIONS 2022</u>	

1. **INVITATION TO TENDER**

Tender Number	T10/06/23
Title of this RFP	APPOINTMENT OF A SERVICE PROVIDER FOR AN ACTUARIAL SOFTWARE FOR LBLIC FOR A PERIOD OF 5 YEARS
Issue Date	30 June 2022
Briefing Session Details	11 July 2023, 10H00 Bidders are encouraged to express their interest to participate in the briefing session by 07 July 2023 to ensure that they are provided with the link early as possible.
RFP Closing Time & Date	14 August 2023, 11H00
Delivery Address	Land Bank Head Office, Tender Box
	Lakefield Office Park
	Building A, First Floor
	272 Lenchen Avenue (Cnr of Lenchen Avenue and West Avenue)
	Die Hoewes, Centurion
Originals to be submitted	1 Original proposal
Copies to be submitted	1 soft copy (USB)
Tender Validity Period	120 business days from the closing date *Land Bank may at its' discretion extend the tender validity period to shortlisted bidders

2. OVERVIEW OF LAND BANK

Established in 1912 to promote agricultural and rural development, the Land Bank provides production, instalment sale finance, and medium-term or mortgage loans to emerging and commercial farmers. From time to time, the Bank also administers other government programmes, such as drought relief schemes and flood assistance. The Land Bank as established by statute and regulated by the Land Bank Act 15 of 2002 ("Land Bank Act") is wholly-owned by the South African government, and is in turn the sole shareholder of Land Bank Insurance SOC Ltd ("LBIC") and Land Bank Life Insurance Company SOC Ltd ("LBLIC"), which provide insurance products in the agricultural sector. The Bank's objectives flow from the Land Bank Act, and are aligned with government policies and the country's socio-economic needs.

The Bank's objectives flow from the Land Bank Act, No. 15 of 2002, and are aligned with government policies and the country's socio-economic needs. The Bank is expected to play a pivotal role in advancing agriculture and rural development. Its broad mandate, as expressed in the Land Bank Act, covers 11 objectives:

- Equitable ownership of agricultural land, in particular increasing the ownership of agricultural land by historically disadvantaged persons
- Agrarian reform, land redistribution or development programmes aimed at historically disadvantaged persons
- Land access for agricultural purposes
- Agricultural entrepreneurship
- Removal of the legacy of racial and gender discrimination in agriculture
- Enhancing productivity, profitability, investment and innovation
- Growth of the agricultural sector and better use of land
- Environmental sustainability of land and related natural resources
- Rural development and job creation
- Commercial agriculture
- Food security

Land Bank is committed to contributing to socio-economic transformation in South Africa and will therefore be contributing to the Preference System of all suppliers who are compliant to the Broad-Based Black Economic Empowerment Act no.53 of 2003 and the Preferential Procurement Policy Framework Act no.5 of 2011.

3. BACKGROUND

LBLIC currently utilizes the services of an actuarial firm for the full actuarial support of actuarial function calculations. LBLIC intends to handle these responsibilities internally in future and only limit the outsourced services on an ad-hoc basis as and when required. To give effect to this new arrangement, it will be necessary to acquire the Actuarial Software that will be utilized by the internal actuarial team to perform the first line actuarial calculations, such as the cash-flow projections, technical provisions, product pricing, capital requirements, model accounts, embedded value, value of new business, ORSA projections, new business projections and forecasting, analysis of surplus and IFRS17 integration and data requirements, amongst others.

The use of the actuarial software will assist LBLIC with automation of its actuarial processes, models and governance, enhancing its efficiency and aiding in the smooth audit process. This futuristic system is expected to mitigate key-man risk and present a user-friendly solution that will be a game-changer for LBLIC's actuarial operations. LBLIC intends to procure an out-of-the-box solution that boasts ease of implementation and operation, i.e. get results quickly with minimal coding efforts and spend more time on generating insights and reports. Therefore, LBLIC is looking for a ready-made desktop solution and/or cloud-based solution, tailored for LBLIC with an end-to-end integrated actuarial solution, integrated with IFRS17 data requirements, with ease of implementation. The solution should require limited coding knowledge or capabilities, however, it should be straightforward to customize or configure a new product or feature.

4. SCOPE OF WORK

The Land Bank is seeking to procure the Actuarial Software that will enable it to conduct the necessary actuarial calculations for its Life Insurance division (LBLIC). The use of the Actuarial Software will assist LBLIC with automation of its actuarial processes, models and governance, enhancing its efficiency and aiding in the smooth audit process. This futuristic system is expected to mitigate key-man risk and present a user-friendly solution that will be a game-changer for LBLIC's actuarial operations.

LBLIC intends to procure an out-of-the-box solution that boasts ease of implementation and operation, i.e. get results quickly with minimal coding efforts and spend more time on generating insights and reports. Therefore, LBLIC is looking for a ready-made desktop solution and/or cloud-based solution, tailored for LBLIC with an end-to-end integrated actuarial solution, integrated with IFRS17 requirements (data, assumptions, methodology and reporting requirements), with ease of implementation. The solution should require limited coding knowledge or capabilities, however, it should be straightforward to customize or configure a new product or feature.

The internal actuarial team has five (5) resources who are expected to utilize the actuarial software for LBLIC. The LBLIC provides credit life insurance products to the agricultural sector for both individual and group credit life products with terms ranging from 1 year to 30 years. The LBLIC is also in the process of offering a whole of life insurance product to the agricultural sector, pending variation of licence approval from the regulator. The LBLIC offers lump sum death, lump sum disability, temporary disability, income protection, critical illness and other functional impairment and rider benefits to the agricultural sector. The actuarial software is expected to be utilised for the full-suite of actuarial calculations for LBLIC. Unit-linked products or investment-related products are not offered as the company does not have the licence to provide them.

A suitable actuarial firm is hereby invited to tender to provide an Actuarial Software for a period of 5 years that must possess the capacity to perform, at minimum, the following essential "life insurance" functions and/or processes **out-of-the box, desktop solution and/or cloud-based**:

Essential Function	Description
Technical Pricing	The actuarial software should be able to perform technical pricing on LBLIC's products, based on actuarial assumptions and statistical data analysis, including sensitivity analysis and producing discounted cash-flows as well as profit margins and extraction of cash-flows monthly or per annum.
Analysis of Surplus and Experience Analysis	The analysis of surplus provides a build-up of expected reserves as well as providing reserves for all movements as at the movement date. The actuarial software should be capable of analysing LBLIC's surplus, including its main sources/constituents, assessing its adequacy, conducting experience investigations, and stress testing to determine LBLIC's ability to withstand adverse events.
Technical Provisions Option (net premium valuation, gross premium valuation, IBNR, risk margin etc.)	- The actuarial software should allow for cash-flows to be projected on a monthly basis and adjustments to allow for the timing of the relevant cashflow item to be at the beginning of the month or at the end of the month. - Actuarial software should be capable to model future cash-flows of all major life insurance policy types. Specifically, for LBLIC, the following products should be modelled: - Individual Credit Life (lump sum death, lump sum disability, critical illness, temporary disability and income protection); - Group Credit Life (lump sum death, lump sum disability, critical illness, temporary disability and income protection); - Whole of Life (lump sum death, lump sum disability, critical illness, temporary disability and income protection). - The actuarial software should be able to work on a policy by policy basis and model points. - Technical provisions, such as best estimate policyholder liabilities and risk margin/risk adjustment and other regulatory provisions e.g. IBNR, should be calculated by the actuarial software. To ensure accuracy, the actuarial software should also be capable of handling

	high volumes of data. The functionality to place the individual policies into the appropriate IFRS 17 groups at inception will be an added advantage, including risk adjustment options and methodology. Although this is not a requirement, the actuarial firm should provide clarity whether the actuarial software has been updated to produce the necessary projected liability cash flows to comply with IFRS17 and any IFRS17 integrations.
Reinsurance optimization	By evaluating risk exposure and recommending appropriate coverage levels, retentions, and reinsurance structures, the actuarial software should be able to optimize a company's reinsurance program.
Reporting (Embedded Value, Value of New Business, Model Accounts)	- The actuarial software should be able to calculate embedded value (EV), which represent the present value of future profits embedded in an insurance company's in-force business. The actuarial software should enable users to perform an analysis of embedded value (movements). - The new business reporting option should run an EV calculation on all policies within the chosen database. It should be able to calculate the EV at inception for each of these policies. This can be useful for analysing the profitability of business written over a year. - The Model Accounts should project the main elements of expected accounts for either existing or new business. The projections can be done on a monthly basis (for the first projection year) or an annual basis for the business planning period. The output from the Model Accounts ideally may be used in new business projections and the creation of business plans/budgets, in line with the company's budgeting or ORSA process.
Capital Requirements Calculations (regulatory and economic capital and ORSA Calculations (model accounts, stresses and scenarios)	- Should be able to calculate regulatory and economic capital requirements, including solvency capital requirements (SCR) and minimum capital requirements (MCR). The software should also be able to perform scenario testing to assess the impact of adverse events on capital adequacy. The actuarial software should be able to calculate SCR constituents such as market risk and life underwriting components. - The actuarial software should be able to conduct new business projections, including forecasting of future SCR and associated stresses and scenarios over the business planning period.
Customizations	As the actuarial software should be out-of-the-box, it should be based on standard actuarial formula and/or modules, however, it should provide capabilities to allow the user to code or configure their own cash-flows and for any product.
Training and Skills Transfer	- Provide workshop, training and skills transfer to the internal actuarial team. - Provide manuals, governance, system updates, implementation and support to the internal actuarial team.

Bidders are requested to demonstrate their responses on the scope of work items listed above, including the total cost of the Actuarial Software per year, split in terms of options available,

initial license fees, annual fee and/or cost per user and any other license costs such as customizations etc.

Any other ad-hoc actuarial projects or services that may be required will be charged for on an hourly basis and will be agreed with the actuarial firm hand beforehand.

The company is expected to indicate if their actuarial software is a desktop solution or cloud-based and capable of both and any technical requirements and capabilities as outlined per scope of work above.

5. ELEMENTS OF THE PROPOSAL

The proposal must include, at minimum, the following information and documents:

5.1 A comprehensive company profile with the following:

- 5.1.1 Management Structure;
- 5.1.2 Three (3) written recent references letters where the actuarial software was utilized by a life insurer (i.e. name of department/organization not older than five (5) years, Contract description, value and the duration of the contract, email, telephone number and contact person);
- 5.1.3 Service provider's team years of providing the actuarial software with evidence of conducting similar services in line with the scope of work in this RFP;
- 5.1.4 Technical Proposal in line with the technical evaluation criteria: Demonstrate experience and track record of the service provider regarding the provision of the services listed under the scope of work;
- 5.1.5 Financial/Pricing Proposal as per scope of work;

5.2 Fit and proper requirements in respect of competence and integrity as set out in the Insurance Act and Prudential Standards;

5.3 Sound governance and risk management framework including internal controls;

5.4 Sound Compliance management framework;

5.5 Signed declaration of interest, covenant of integrity, bribery and corruption declaration and vendor form;

5.6 Certified copy of identity documents of shareholders/directors and cancelled cheque/letter from the bank and Land Bank FICA Requirements;

5.7 Bidders to submit a tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate;

5.8 A (B-BBEE) Broad Based Black Economic Empowerment Certificate or affidavit substantiating the bidders B-BBEE rating must accompany the proposal;

5.9 Proof of registration to the National Treasury Central Supplier Database (CSD);

5.10 All Supplier information and declaration of interest forms must be properly completed, signed and stamped by a Commissioner of Oaths;

5.11 In the case of Consortium or joint venture, bidders are required to provide copies of signed agreements stipulating the work split; and,

5.12 The Land Bank may invite bidders for an oral interview prior to the approval of a bid. Land Bank will not be liable for the costs incurred by the tenderer in connection with such interview.

6. Evaluation

The functional evaluation will comprise of three (3) components:

Phase I of Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with the minimum requirements listed in Section 5. Failure to comply with any of the requirements listed in Section 5, may lead to disqualification of bids.

Phase II of Technical Evaluation: The bidder must meet a minimum of 60 out of the 80 points in order to be shortlisted for Phase III evaluation in the form of presentations.

Phase III of Presentations: The bidder must meet a minimum of 15 points out of the 20 points.

Only bidders that meet an overall minimum threshold of 75 points out of a possible 100 points (i.e. "Technical Evaluation = 60 out of 80 points" and "Presentations = 15 out of 20 points") will proceed to the next phase of evaluations, **Preference and Financial Evaluation**.

Failure to comply with any of the requirements listed below, may lead to disqualification of bids and no entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. A failure to comply with this requirement may, within the sole discretion of the Land Bank, result in disqualification / bid invalidation of the relevant entity.

6.1 Phase I: Qualifying Criteria

During this phase, bid responses will be reviewed for purposes of assessing compliance with the minimum requirements listed in Section 5 above. Failure to comply with any of the requirements listed in Section 5, may lead to disqualification of bids.

A failure to comply with this requirement may, within the sole discretion of the Land Bank, result in disqualification / bid invalidation of the relevant entity.

6.2 Phase II: Technical Evaluation

In this phase, bidders are evaluated based on the functional criteria set out below. The bidder is expected to obtain the minimum technical threshold of sixty (60) points out of a possible eighty (80) from the evaluation of proposals to thereafter qualify for presentations.

T10/06/23: APPOINTMENT OF A SERVICE PROVIDER FOR AN ACTUARIAL SOFTWARE FOR LBLIC FOR A PERIOD OF 5 YEARS

Evaluation Criteria	Description	Weight
Similar Actuarial Projects	Number of actuarial firms that use or previously use the actuarial software, accompanied by a written list of references on work done, as well as the relevant reference letters. Preference will be given to actuarial firms who have provided the actuarial software to at least 3 life insurance clients over the past 5 years.	Score: 0 if < 3 contactable references/client reference letters; 1-2 if references provided are older than 5 years ago; 3 if 3-4 if references provided are not older than the last 5 years; 4 if > 4 if references provided are not older than the last 4 years; 5 if references provided are not older than the last 3 years. 10
Actuarial Calculation Methods and Tools	The actuarial software must have all the calculation methods and tools (pricing, valuation, analysis of surplus, experience investigation, capital modelling, reinsurance optimisation, embedded value, model accounts e.g. VNB nd new business projections, ORSA projections), available out of the box or with little coding requirements. Please provide a high level overview on the actuarial software capabilities.	Subjective score depending on the calculation methods and tools available in the actuarial software. If a calculation method/tool is missing, deduct 2 points from the available allocation. Preference will be given to bidders who demonstrate detailed capabilities for all elements listed, included any other value-added services and system unique features. 12
Commitment to Support Requirements	Capability for actuarial software to be configured to handle future changes in reporting and regulatory requirements. Will future changes be incorporated into the application in a timely manner to meet compliance requirements and is this part of the license agreement? What would be the typical and contractual timeline for?	Subjective score depending on the detail provided and comprehensiveness of support provided for future changes. 7
Customization	Does the actuarial software provide flexible configuration to meet all actuarial calculations performed by LBLIC or customization is required in some specific cases? In case customization is required, please elaborate the Cost, Resourcing and Timelines.	Score: 0 if no customization required; otherwise award points depending on the level of customization required, time required and any coding necessary, including flexibility to add new product features or new products or additional cash-flows. 4
On-going support for troubleshooting and software	Capability to provide on-going support for troubleshooting and actuarial software update. Will this be done in software release/update? Is the support continuous?	Subjective score based on the comprehensiveness of feedback provided. 8
Actuarial Software Capabilities	What are the actuarial software's capabilities to upload input data? The actuarial software must support uploading of any input file automatically but also manually. Capability to load market data and policyholder data (prior years and existing)? Capability to load expected cash flows: What format is supported?	Subjective score based on the input data, data format and capability to load cash-flows detail provided. 4
Support/Integration for IFRS17 Calculations and Requirements	The actuarial software must be able to accommodate the data and/or reporting requirements of the IFRS17.	Bidders are expected to indicate whether the software is able to integrate with all IFRS17 requirements and which elements it is capable to provide. Score of up to 3 depending on the functionality to place the individual policies into the appropriate IFRS 17 groups at inception, other data integrations, product configurations, risk adjustment options and methodology. Bidders that provide clarity whether the actuarial software has been updated to produce the necessary projected liability cash flows to comply with IFRS17 will have an added advantage. 3

Turnaround times when running	The actuarial software must demonstrate the ability to handle large volumes of data and perform complex calculations in a timely manner.	Please provide the average turnaround times taken to run various actuarial calculations. Score will depend on the average time taken to run various key actuarial calculations.	3
Actuarial Reporting and Analysis	The software must have a variety of reporting and analysis options e.g. embedded value, value of new business, model accounts, analysis of surplus, pricing module and reinsurance optimization. Can the users create customized reports and dashboards? Are there any limitations or challenges with generating the reports? Integration with Microsoft Excel and/or other database management systems or programmes?	Subjective score depending on the level of detail and capabilities provided.	8
Technical Requirements	- Which deployment models are available for your software (SaaS, IaaS, On premise, cloud-based)? Please provide us your high level system architecture (includes option of high availability (HA) and non-HA) with components and technology stack/options. The system security, including both applications and their external parts, must be tested systematically prior to deployment using both manual and automated testing. Please describe how the security testing is performed for the proposed software. - Please describe the system authentication and authorization architecture and SSO protocols supported by the system. - Access to the system must be limited to those having sufficient user privileges. User privileges (system and data access management) must be based on user or user group and role specific, organizational, data content and process orientated structure. Please provide information on role levels available in the system, granularity of the access control, and how the roles are managed. - Please list down the supported encryption methods. - What type of training documentation comes with the product? Is onsite or online training available? - Please list down software requirements and licensing conditions (per user, initial, annual fee etc.).	Score will be distributed as follows, depending on the comprehensive of feedback provided: Deployment and User Privileges: 3 Software Requirements and Licensing: 3 Training Documentation: 2 Supported Encryption: 2	8
New Releases	The bidder must provide documentation for new releases which always shall include a fully specified delta documentation that specifies all changes between the current and the new release. Please, describe the procedure and how much earlier this documentation be made available prior to first delivery of the new release.	Score will depend on the frequency of new releases and documentation of specific changes and how often these are communicated and when and any training to be provided.	5

Implementation and Support	The service provider must be able to provide on-going support via ad hoc services as and when required. Service provider must be able to provide helper tools and a help-desk support accessible through email/telephone or via remote access to respond to queries with regards to actuarial software tool. The service provider must demonstrate up-to-date maintenance, system, regulatory and software upgrades, including all changes to calculations, disclosures and reporting requirements. Any compliance or disclosure changes must be updated by the service provider as part of the license fees.	Score will depend on list of implementation and support services provided.	8
TOTAL			80



6.3 PHASE III: BIDDER PRESENTATIONS

The second part of the functional evaluation will include a presentation by the Bidders. Bidders would also be required to further elaborate on their response to each technical evaluation criteria item. Failure by bidders to provide a demonstration that addresses and meets all the requirements of the demonstration shall be rendered as non-responsive.

Only bidders that meet a minimum of 60 points out of the possible 80 points of the technical evaluation will move on to the presentation phase. Bidders will be required to demonstrate the requirements and capabilities listed on the scope of work.

Only those Bidders which score 15 points or higher out of a possible 20 points during the presentation will proceed to the next stage of Price and Preference Evaluation.

The table below shows the intended criteria for the proof of concept (presentations/demonstrations) following technical evaluation for successful bidders passing phase 2:

Item	Criteria	Points
1	Demonstrate previous use of the actuarial software and list of clients previously contracted with or currently, including evolution of the actuarial software.	3
2	Demonstrate the capabilities of the actuarial software live with an example of a real life insurance product, including how the software can easily be operated and how adjustments can be made to assumptions and calculations, including customizations possible and licence options available.	5
3	Demonstrate example of sample of outputs from the actuarial software	4
4	Demonstrate available training documentation, manuals, release notes, support available, system requirements and encryption methods	3
5	Experience, qualifications and number of staff of the support team dedicated to the actuarial software.	3
6	Overall quality of the presentation, actuarial software and presenters and satisfactory response to questions.	2
Total		20

Note: Minimum threshold of 75% applies i.e. 15 points



RATING METHOD TO BE USED FOR THE PRESENTATION EVALUATION:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

Only bidders that meet an overall minimum threshold of 75 points out of a possible 100 points (i.e. “Technical Evaluation = 60 out of 80 points” and “Presentations = 15 out of 20 points”) will proceed to the next phase of evaluations, Preference and Financial Evaluation.

6.4 CONFIDENTIALITY

The bidder will be required to sign a confidentiality agreement to ensure that the Bank data and information is managed confidentially.

6.5 MISCELLANEOUS

The Bank reserves the right, in its sole and absolute discretion to amend these terms of reference as required from time to time.

7. PREFERENCE AND FINANCIAL EVALUATION

Phase 2: PRICE AND B-BBEE

This phase is the final stage in the evaluation process and only successful bidders that have met the minimum requirements in the functionality phase will be considered. In this phase only price and B-BBEE will be considered. To qualify for B-BBEE points a valid B-BBEE certificate needs to be submitted with this bid.



If a tenderer fails to meet Specific goals and submit proof, the tenderer will not be disqualified. However, be awarded 80/90 points for price and will score 0 points for Specific goals (out of 10/20):

B-BBEE Status level of Contributor (Specific Goals)	Number of Points (max. 20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant Contributor	0

Land Bank will evaluate all tenders in terms of Preferential Procurement Policy Framework Act No 2000 of 2022 (PPPFA). The scoring methodology will apply. A copy of the PPPFA regulations can be downloaded from www.treasury.gov.za

The 80/20 preference point system will be utilised for this tender

Bidders are required to complete Annexure I SBD 6.1 in full to ensure all BBBEE and sub-contracting information are submitted at the time of the bid closing.

A valid B-BBEE Certificate must be provided in this submission.

8. COSTING

Bidders must submit a detailed and signed Pricing Schedule.

All pricing shown must EXCLUDE VAT, with the VAT components being shown separately on all costed/priced items/services.

All pricing assumptions, excluded costs and estimated costs must be clearly documented.

Land Bank will not entertain any price adjustments for it assumes that the pricing document as supplied is complete and covers all costs associated with these services.



Bidders are required to provide a comprehensive price schedule taking into account all resources and outputs to be achieved. Please note that the LBLIC internal actuarial team has five (5) resources expected to utilize the actuarial software. Please note that on the electronic submission, the price schedule will need to be a soft copy excel sheet.(Annexure N)

		Cost Per User (Ex. VAT)	Cost Per User (Incl. VAT)	Cost Per Hour (Ex. VAT)¹	Cost Per Hour (Incl. VAT)	Cost Per Year (Ex. VAT)	Cost Per Year (Incl. VAT)	Total Cost for 5 years (Ex. VAT)	Total Cost for 5 years (Incl. VAT)
Training and Workshop									
Documentation, Manual and Release Notes									
Software License	Year 1								
	Year 2								
	Year 3								
	Year 4								
	Year 5								
Support and Maintenance	Year 1								
	Year 2								
	Year 3								
	Year 4								

(1) 1 For ad hoc customisation/configuring a new product, feature etc.



	4								
	Year								
	5								
	Year								
	1								
Ad-hoc Customization and Configuration of Software									

9. OBJECTIVE CRITERIA & RISK ANALYSIS

a. In addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as "Other Objective Criteria" in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award.

- i. If having passed Qualifying Criteria, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services
- ii. Fully compliant and registered with the National Treasury Central Supplier Database
- iii. No misrepresentation in the tender information submitted
- iv. Any non-performance on Land Bank projects
- v. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- vi. The tenderer has declared that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract
- vii. Convicted by a court of law for fraud and corruption
- viii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract



- ix. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted
- x. In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2017.

b. Land Bank may perform a due diligence exercise on the preferred tenderer to determine its risk-profile. The outcome of the due diligence exercise may be considered as an objective criterion. A due diligence exercise may include, but is not limited to, the following factors;

I. Financial Analysis of Tenderers Financial Statements

Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency). In the case of an unincorporated JV or a SPV, each partner of the entity must submit their financial statements and it will be consolidated to determine their capability to execute the applicable contract.

II. Judgements and criminal convictions

Land Bank may consider previous civil judgements against the preferred tenderer as part of its risk assessment. Land Bank may also consider whether the preferred tenderer or any of its directors have been-convicted of a serious offence.

III. Pending litigation

Land Bank may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

IV. Performance

Land Bank may consider the Service Provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

V. Reputational-harm

If Land Bank is likely to suffer substantial reputational harm as a result of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

The above set out other objective criteria may be clarified during the evaluation and correction of any non-compliance may be negotiated with the highest scoring tenderer, if



possible. However, should the tenderer not comply with these requirements by the close of negotiations, Land Bank reserves have the right to award to the next ranked tenderer.

10. TERMS OF CONTRACT

Before the tender will be awarded, the successful tenderer will be required to enter into a service level agreement (SLA) with the Land Bank. The SLA will form the contractual basis for the delivery of the service as well as how performance will be measured and will include the General Conditions of Contract.

11. GENERAL MANDATORY CONDITIONS

Responses must be concise outlining a detailed cost structure. All tenderers responding to this request for Proposals must provide the following statutory compliance documentation in order to be considered:

- Completed Vendor Accreditation Form
- Proof of registration to the Central Supplier Database (CSD)
- Cancelled cheque and/or stamped letter from the Bank
- All Supplier information and declaration of Interest forms must be properly completed, signed and stamped by a Commissioner of Oaths
- Any false declaration of information will result in the exclusion of the proposal from consideration
- Bidders to submit a tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate
- A BEE certificate from a SANAS accredited rating agency or Affidavit substantiating the bidders B-BBEE rating
- Certified copy of Identity Documents of Shareholders/Directors
- In the case of Consortium or Joint Venture, bidders are required to provide copies of signed agreements stipulating the work split
- The Land Bank may invite bidders for an oral interview prior to the approval of a bid. Land Bank will not be liable for the costs incurred by the tenderer in connection with such interview.

12. SUBMISSION REQUIREMENTS

Any service provider requiring clarification on any matter whatsoever, including questions relating to the specifications required of the service provider to perform this project or the tender and evaluation process must do so via e-mail and address such request to nmaharaj@landbank.co.za.



Proposals may be deposited in or couriered to the tender box at the reception area Land Bank Head Office, Tender Box, Lakefield Office Park, Building A, First Floor, 272 Lenchen Avenue (Cnr of Lenchen Avenue and West Avenue), Die Hoewes, Centurion on or before **22 July 2023, 11:00am.**

13. FICA AND COMPLIANCE CHECKS

Land Bank, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA).

The Land Bank shall thus conduct a comprehensive PEP screening on the successful bidder and therefore requests all bidders to submit the Know Your Customer (KYC) documents as listed in Annexure D of this RFP document.

The Land Bank reserves the right to not award any bidder in line with any potential negative findings.

14. TERMS OF CONTRACT

Before the tender will be awarded and before the commencement of any work, the successful tenderer will enter into a Service Level Agreement with the Land Bank which will form the contractual basis for the delivery of the services as well as how performance will be measured and will include the General Conditions of the Contract.

The Service Provider will not proceed with any work, tasks or requests without being in possession of a duly signed Service Level Agreement or any other form of agreement, letter of intent, communicated to the Service Provider from the Land Bank Procurement Department.

Should the Service Provider commence with any work without a signed Service Level Agreement, the Service Provider will be doing so solely at their own risk and Land Bank will not be liable or be under any obligations whatsoever.

15. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by Land Bank or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). You also consent that any information,



either written or verbal, may be made available to third parties strictly for the purpose of oversight to this tenders' appointment. Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify Land Bank against any civil or criminal action, administrative fine or other penalty or loss that may arise because of the processing of any personal information that you submit.



SUGGESTED COMPILATION OF BIDS

PLEASE ENSURE THAT THE SEPARATE ANNEXURES/FILES ARE NAMED ACCORDINGLY ON YOUR USB AND HARD COPY SUBMISSION

Name of Firm	
CSD Registration Number	
Contact Person	
Contact Number	
Physical Address	
E-mail Address	
Administrative	
Annexure A: Vendor Accreditation Form	
Annexure B: Declaration of Interest Form	
Annexure C: Covenant of Integrity Declaration	
Annexure D: Land Bank FICA requirements	
Annexure E: Terms and Conditions	
Annexure F: Service Provider Agreement *This is included for informative purposes and does not need to be completed. *Successful bidder(s) will enter into the service provider agreement attached in this RFP, with the addition of their proposed financial submission, services, time lines, etc.	
Annexure G: Bribery & Corruption Declaration	
Annexure H: SBD 1 Tax Compliance	
Annexure I : SBD 6.1 Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 and BBBEE Certificate	
Annexure J: Valid BBBEE Certificate or Affidavit	
Annexure K: Tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate	
Annexure L: Stamped / Electronic letter from the bank confirming banking details	
Annexure M: National Treasury's CSD Proof of registration	
Annexure N: Financial Proposal (In Microsoft Excel)	
Annexure O: Proof of Specific Goals	
Technical and Qualifying Criteria	
Annexure P: Demonstrate previous use of the actuarial software and list of clients previously contracted with or currently, including evolution of the actuarial software.	
Annexure Q: Demonstrate the capabilities of the actuarial software live with an example of a real life insurance product, including how the software can easily be operated and how adjustments can be made to assumptions and calculations, including customizations possible and licence options available.	
Annexure R: Demonstrate example of sample of outputs from the actuarial software	
Annexure S: Demonstrate available training documentation, manuals, release notes, support available, system requirements and encryption methods	
Annexure T: Experience, qualifications and number of staff of the support team dedicated to the actuarial software	



ANNEXURE A

**Vendor information sheet**

SAP Registration number _____

1. Registration name of company _____

2. Company registration number _____

3. VAT number _____

4. Company details	Street address	Postal address
Building/complex _____	PO Box _____	
Street name _____	City _____	
Suburb _____	Code _____	
City _____	Suburb _____	
Code _____		
Telephone no _____	Contact person _____	
Fax no _____	Direct Tel _____	
E-mail _____	Direct Fax _____	

5. Payment terms _____

6. Payment must be made in (currency) _____

7. Bank detail Please attach banking details on an original letterhead signed by CEO/Director/s appearing on the letterhead.

Bank name _____	Branch _____
Type of account _____	(eg. Current account; Cheque account, Savings account, e.t.c)
Account number _____	Branch code _____

8. Contact person for Account queries	Name <u>Ms. Jeanette Raphalalani</u>
Cell no _____	Tel no
E-mail <u>njraphala@landbank.co.za</u>	Fax no _____

9. How much is the company's annual turnover? : R _____

10. Share holding - (Please list Share holders with their % of share holding)

Title	Name	Identity number	Race	% share holding

11. Business indicator - mark with (X) in the bracket			
HDP - Historically Disadvantaged Persons ()	INT - International business ()		
EXB - Existing business ()	JVB - Joint venture business ()		

12. Additional	
<u>List the commodities / service that you currently supply to Land Bank</u>	
<u>Currently providing</u>	<u>Can provide</u>

I the undersigned, confirm that the information provided on this vendor information sheet is accurate and contains no misrepresentations or omissions, and is based on current information known to me. I also undertake to immediately inform the Land Bank of any changes to the above furnished information. The Land Bank is hereby allowed to verify any of the details provided.

Name _____	Signature _____
Designation _____	Date _____

FOR OFFICE USE ONLY (LAND BANK)

Procurement Department

Name & Signature _____ Date: _____



ANNEXURE B BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

- 2.2.1 If so, furnish particulars:

.....
.....

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



ANNEXURE C

CONVENANT OF INTERGRITY

I, the undersigned,

_____ (Full Names)

do hereby make oath and state as follows:

1. I am:
 - 1.1. an adult male/female aged _____;
 - 1.2. presently employed as/carrying on business as _____ situated at _____.
2. The facts stated herein are both true and correct and within my personal knowledge and belief unless otherwise stated.
3. I hereby confirm that:
 - 3.1. I am duly authorised to depose to this affidavit;
 - 3.2. neither myself nor anyone acting on behalf of the tenderer is, or will be, engaged in any Prohibited Practice as defined in 4 below in connection in respect of any tendering process or in the provision of services and/or goods;
 - 3.3. I will immediately inform Land bank of any instance of any such Prohibited Practice which comes to my attention and/or the attention of the tenderer and/or its employees or agents concerning the following;
 - 3.3.1. if any of the tenderer's directors, employees or agents has been convicted in any court for any offence involving a Prohibited Practice in connection with any tendering process and/or the provision of goods or services during the 5 (five) years immediately preceding the date of this affidavit; and/or
 - 3.3.2. if any of the tenderer's directors, employees or agents is dismissed or resigns from the tenderer's employment on grounds of being implicated in any Prohibited Practice.
 - 3.4. I will provide Land Bank with full details of such conviction, dismissal or resignation and the measures taken to ensure that neither the tenderer nor any of its directors, employees or agents commits any Prohibited Practice in future.
 - 3.5. In the event that the tenderer is awarded any business by land bank, the tenderer grants Land bank or its employees and/or agents the right of inspection of its records. The tenderer shall preserve such records in accordance with applicable law but in any case for at least 3 (three) years after conclusion of each transaction contemplated under the Request for Tender.
4. I acknowledge that for all purposes under this affidavit, the following terms and/or expressions below shall bear the meanings set out hereunder:
 - 4.1. "Corrupt Practice" means the offering, giving or promising of any improper advantage to



influence the action of a Public Official, or the threatening of injury to his person, employment, property, rights or reputation, in connection with any procurement process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business;

- 4.2. "Fraudulent Practice" means a dishonest statement or act of concealment which is intended to, or tends to, improperly influence the procurement process or the execution of a contract to the detriment or potential detriment of land bank or is designed to establish tender prices at non-competitive levels and/or to deprive land bank of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or any employees or agents of Land bank;
- 4.3. "Public Official" means any person holding a legislative, administrative, managerial, political or judicial post in any country, or exercising any public function in any country or a director or employee of a public authority or of a legal person controlled by a public authority of any country, or a director or official of a public international organisation; and
- 4.4. "Prohibited Practice" means an act that is either a Corrupt Practice or a Fraudulent Practice.
5. I/We consent that Land Bank will process (by collecting, using, storing or otherwise dealing with) my/our personal information and that of third parties which I/we provide, for the purposes of providing services and products to me/us. The personal information will be processed in accordance with the requirements of the law. All personal information I/we provide to Land Bank is given voluntarily. However, if I/we withhold any personal information requested; withhold consent for or object to the processing of my/our personal information, this may result in Land Bank not establishing or continuing a relationship.

DEPONENT

Thus done and signed at _____ on this the _____ day of _____,

the Deponent having acknowledged that:

1. he/she knows and understands the contents of this declaration;
2. he/she has no objection to taking the prescribed oath; and
3. he/she considers the prescribed oath to be binding on his/her conscience.



Commissioner of Oaths Stamp	_____
	COMMISSIONER OF OATHS

	FULL NAMES

	CAPACITY

	BUSINESS ADDRESS



ANNEXURE D

Land Bank, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001(FICA).

Know Your Customer (KYC) documents are required for each client transaction. The requirements for each entity type are listed below.

Individuals

- Green, bar-coded Identity document **(also used for PEPs/Sanctioned screening purposes)** if not available valid reason why identity document could not be provided together with a valid Passport or valid driver's licence
- Valid Passport (for foreign nationals)
- Proof of physical residential address
- Authority to act (if applicable): power of attorney / letter of appointment from the court and Identity document, physical residential address and contact details of persons authorised to act
- Birth certificate (for minors under 18 years) and proof of authority (where minor is assisted by legal guardian)

Unlisted Companies

South African

- Certificate of Incorporation (CM1 or CoR 15.1/CoR 14.1)
- Certified copy of Change of Name, if applicable (CM9 or CoR 9.1 or 2)
- Notice of Registered Office and Postal Address (CM22 or CoR 21)
- Current list of Directors (CM29 or CoR 39) **(also used for PEPs/Sanctioned screening purposes)**
- Authority to act: Directors' Resolution and/or Delegation of Authority
- In respect of the Principal Executive Officer, each Director, each Authorised person, and each shareholder holding more than 25% of the voting rights of the company:
 - Certified copy of the Identity document
 - residential address and contact details
- Proof of physical business address and trading/operating name
- **Beneficial ownership (warm body that owns the company) of the company. If the shareholder is another company, provide shareholder details and beneficial ownership. Process continues till we establish the ultimate beneficial owner. If the shareholder is a trust, the trust deed needs to be provided to identify and verify all trustees, founders and beneficiaries to the trust.**

Foreign

- Official Document of Incorporation (or CoR 17.1)
- Registration Certificate (CoR 17.3)
- If trading in RSA, documents for RSA unlisted companies
- Authority to act: Directors' Resolution
- Identity document/Passport, details of physical residential address and contact details of related parties and persons authorised to act **(also used for PEPs/Sanctioned screening purposes)**
- Proof of physical business address and trading/operating name

Listed Companies



- Registration Certificate (Registrar of Companies or equivalent regulator- foreign companies)
- Documentary evidence of listing (printout from the official website of the stock exchange on which the entity is listed is required)
- Authority to act: Directors' resolution
- Identity document proof of residence and contact details of persons authorised to act(**also used for PEPs/Sanctioned screening purposes**)

Close corporations (CC)

- Founding Statement and Certificate of Incorporation (CK1)
- Amended Founding Statement (CK2), (If applicable)
- Authority to act: Members' Resolution
- Identity document, physical residential address and contact details of each member, persons authorised to act and of the Person Exercising Executive control over the CC. (**also used for PEPs/Sanctioned screening purposes**)
- Proof of physical business address and trade name

Conversion of Close Corporation (If a Close Corporation converts to another entity type, the following forms are applicable)

- Form CoR 18.1 – Application to convert a Close Corporation
- Form CoR 18.3 – Registration Certificate

Trusts

- Trust Deed or other Founding Document
- A Foreign Trust: an official document reflecting appointment of Trustees issued by an authority in the country where the Trust is created
- Authority to act: Letter of Authority from the Master of the High Court and Trustees' Resolution
- Identity document, physical residential address and contact details of each trustee, each beneficiary, the founder and the persons authorised to act(**also used for PEPs/Sanctioned screening purposes**)
- Proof of registered address of Master of High Court (stamp on letter of authority)

Partnerships

- Partnership Agreement
- Authority to act: Partners' Resolution
- Identity document, physical residential address and contact details of all the partners and persons authorised to act and of the Person Exercising Executive control of the partnership(**also used for PEPs/Sanctioned screening purposes**)

Professional partnerships

- (Certain Partnerships consisting of more than (20) partners which are incorporated in terms of Section 30(2) of Company's Act 61 of 1963 which are recognized in terms of the relevant Government Gazettes examples are: Attorneys, Notaries and Conveyancers, Public Accountants and Auditors, Medical Practitioners, Pharmacists, Professional Engineers, Quantity Surveyors, Stockbrokers and Architect)
- Registration certificate (provide proof of registration of the partnership by a regulatory body)
- Partners Resolution (Authority to act)



- Identity document residential and contact details for Persons Authorised to Act and of the Person Exercising Executive control of the partnership **(also used for PEPs/Sanctioned screening purposes)**
- Proof of physical business address

PEPS

Politically exposed person or PEP is the term used for an individual who is or has in the past been entrusted with prominent public functions in a particular country. The principles issued by the Wolfsberg Group of leading international financial institutions give an indication of best banking practice guidance on these issues. These principles are applicable to both domestic and international PEPs.

The following examples serve as aids in defining PEPs:

- Heads of State, Heads of Government and cabinet ministers;
- influential functionaries in nationalised industries and government administration;
- senior judges;
- senior political party functionaries;
- senior and/or influential officials, functionaries and military leaders and people with similar functions in international or supranational organisations;
- members of ruling or royal families;
- senior and/or influential representatives of religious organisations (if these functions are connected to political, judicial, military or administrative responsibilities).

According to the Wolfsberg principles, families and closely associated persons of PEPs should also be given special attention by a bank. The term "families" includes close family members such as spouses, children, parents and siblings and may also include other blood relatives and relatives by marriage. The category of "closely associated persons" includes close business colleagues and personal advisers/consultants to the PEP as well as persons, who obviously benefit significantly from being close to such a person.

A bank should conduct proper due diligence on both a PEP and the persons acting on his or her behalf. Similarly, KYC principles should be applied without exception to PEPs, families of PEPs and closely associated persons to the PEP.

Proof of physical residential/business address

Any one of the following documents reflecting the physical/business address is acceptable:

- Utility bill (must be less than 3 months old, unless otherwise specified)
- Current lease or rental agreement
- Bank statement
- Municipal rates and taxes invoice
- Valid television licence
- Mortgage statement
- Telkom account
- Valid motor vehicle licence
- Insurance policy
- Tax return (less than 1-year-old)
- Letter from bank manager, medical practitioner, accountant, or attorney, on a formal letterhead, stating that they know the client for three years and confirming physical address
- Letter on letterhead, signed by board of trustees, directors' etc. confirming physical business address
- Correspondence from a body corporate or shareblock association
- Payslip or salary advice



All address verification documents must be valid and reflect the name and the current physical address of the client (legal property descriptions are also acceptable - e.g. erf/stand numbers).

Spouse/partner

Any of above documents for spouse, together with marriage certificate or if not available;

- Affidavit from person co-habiting with client, providing:

Name, identity number and physical residential address of client and co-habitant

Relationship between client and co-habitant

Confirmation that residential address is shared

Parent:

- Any of above documents for parent

- Must be accompanied by the child's birth certificate (for a minor)

If above documentation not available:

Visit to physical address by a Land Bank employee, or

Affidavit from client (as a last resort), providing:

- Name, identity number and physical residential address

- Confirmation that client resides at physical residential address

Trade name (if this is not reflected on the proof of physical business address)

Any one of the following documents reflecting the Trade Name is acceptable:

- An Original Company Letterhead
- Utility bill (less than three months old)
- Bank statement or financial statement from another financial institution (less than three months old)
- Valid lease or rental agreement (signed by all relevant parties)
- Municipal rates and taxes invoice (less than three months old)
- Mortgage statement from another financial institution (less than six months old)
- Telephone account i.e. a land-line or cell phone (less than three months old)
- An official tax return (less than one year old)
- An official tax assessment or official correspondence from the local revenue services (less than three months old)
- Valid television licence document
- A recent short-term insurance policy or a renewal letter (less than one-year-old)

Definitions

Principal Executive Officer

Refers to the principal executive officer such as the CEO, CFO, COO, MD, FD or any person who exercises executive control.

Authorised Persons

These are individuals who are authorised to act on behalf of the Company/Legal Entity and who are authorised to establish a relationship with Land Bank on behalf of the company/legal entity.



Authority of Individuals purporting to act on behalf of the Company/Legal Entity:

- Duly executed Board Resolution authorising the opening of an account/establishment of the business relationship/conclusion of the transaction and conferring authority on those who will establish the business relationship/conclude the single transaction; OR
- Certified extract of the minutes proving authority; OR
- Original letter signed by the company secretary on the official company letterhead

If a 3rd party is acting on behalf of the Client(Individual) the following is required:

- Proof of authority (i.e.) power of attorney, mandate, resolution, court order,
- Letters of appointment by the Master of the High Court
- Individual FICA above, for the person who is acting on behalf of the Client (together with all the FICA documentation of the Client)

Certified or Verified

We are required to hold originally certified/verified copies of the following documentation on record. Strictly, only clear, legible copies of identity and other documents will be accepted.

Please provide the original or certified copies of the following documentation for each shareholder holding 25% or more of voting rights at a general meeting of the company:

- South African (Pty) Company – Certificate of Incorporation and Notice of Registered Office and Postal Address, and a letterhead of the company;
- Listed Company – Latest Annual Report;
- Foreign Private Company: the official document reflecting the incorporation of the foreign company issued by the relevant registrar of companies or similar authority of the country of incorporation of the foreign company, reflecting the company's incorporation and bearing its name and number of incorporation and the address where it is situated for purposes of its incorporation, together with a letterhead of the company;
- Close Corporation – Founding Statement and Certificate of Incorporation and Amending Founding together with a letterhead of the close corporation.

By submitting your information as requested above, you consent that Land Bank will process (by collecting, using, storing or otherwise dealing with) the personal information and that of third parties which is provide, for the purposes of providing services and products. The personal information will be processed in accordance with the requirements of the law. All personal information provided to Land Bank is given voluntarily. However, if you withhold any personal information requested; withhold consent for or object to the processing of the personal information, this may result in Land Bank not establishing or continuing a relationship.