

TERMS OF REFERENCE

BID NUMBER: PROJ/ETQA/2021/22/04

**APPOINTMENT OF A PANEL OF QUALIFICATION
DEVELOPMENT FACILITATORS (QDF) FOR INSETA
PERIOD OF 3 YEARS (AS AND WHEN REQUIRED)**

Board Members: Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Business), Ms. L. van der Merwe (Business), Ms. R.G. Govender (Business), Ms. P. Mendes (Business), Ms. Z. Motsa (Business), Mr. M. Soobramoney (Labour), Mr. J.J.M. Mabena (Labour), Ms. S.A. Anders (Labour), Mr. C.B. Botha (Labour), Ms. S.T. Dinyake (Labour), Ms. F. Mabaso (Government), Mr. S.M. Mpuru (Community Organisation)

CEO: G. Mkhize

1. BACKGROUND

The Insurance Sector Education and Training Authority (INSETA) is a public entity listed in schedule 3A of the PFMA and was established in March 2000. The INSETA must, in accordance with any prescribed requirements to perform in accordance with the Skills Development Act (SDA), the Skills Development Levies Act (SDLA), the Public Finance Management Act (PFMA), any other relevant legislation and the Constitution.

Sec 51 a (ii) of the PFMA requires an Accounting Authority to ensure that the public entity has and maintains a system of internal audit under the control and direction of an audit committee complying with and operating in accordance with regulations and instructions prescribed in terms of sections 76 and 77.

- 1.1 Therefore, the INSETA is requiring a suitable qualified service provider for the Appointment of a Panel of Qualification Development Facilitators (QDF) for INSETA for period of 3 Years (as and when required).

2. SCOPE OF WORK

The QDF(s) will be required to successfully deliver the following services:

- 2.1 Facilitate sessions with Community Expert Practitioners (CEP's) to review and or develop qualifications as and when required.
- 2.2 In terms of the facilitation services required, the bidder must make provision for:
 - 2.2.1 verify and critique curriculum document for each qualification,
 - 2.2.2 verifying and critique the qualification document for each qualification,
 - 2.2.3 verifying and critique the assessment specification document for each qualification
- 2.3 In terms of the review services required, the bidder must: propose the relevant titles of the reviewed qualifications as well as its associated part qualification (on an as and when require basis).
- 2.4 Provide own administration and develop schedules with CEPs for them to attend facilitation sessions for each qualification (on an as and when require basis)
- 2.5 Prepare compliant reports and documents for submission to the QCTO/SAQA for the registration of each reviewed qualification.

3. DELIVERABLES

- 3.1. Submit a curriculum scope and profile for each qualification signed off by all stakeholders.
- 3.2. Submit occupational curriculum for each qualification reviewed or developed and signed off by the constituency group.
- 3.3. Submit Qualification Assessment Specification (QAS) addendum and qualification document for each qualification signed off.
- 3.4. The qualification document for each qualification must include international comparability.
- 3.5. Submit evidence of verification and sign-off for each qualification reviewed/ developed.
- 3.6. Capture documents into the QCTO capturing tool and compile reports for each qualification.
- 3.7. Prepare documents for submission incorporating comments received from QCTO and SAQA.
- 3.8. Implement a mentoring capacity building and support process and system for learner qualification development facilitator (LQDF) with respect to the QCTO model.
- 3.9. Facilitate the pre-scoping and scoping meetings with the CEP's.
- 3.10. confirm approval and endorsement by the FSCA, for each qualification and submit to the QCTO on completion (on an as and when require basis)
- 3.11. Deliver the following five (5) documents per occupational qualification: as and when required
 - 3.11.1 Curriculum Document
 - 3.11.2 Assessment Specifications Document
 - 3.11.3 External Assessment specification document
 - 3.11.4 Progress Report
 - 3.11.5 Costing schedule
 - 3.11.6 Process Report
 - 3.11.7 Close up report

4. TIMEFRAMES

- 4.1 The duration of the contract will be for a period of **3 years (for services as and when required)**

5. **CONTRACTUAL OBLIGATION** tomorrow

- 5.1 Bidder/s rate-based pricing will be fixed for the 1st year of the contract and the bidder/s will be required to provide fixed annual increase of 5% per annum. (Total 3-year pricing must be clearly stipulated, including all applicable taxes)
- 5.2 The service provider's quotation must also provide sufficient detail in terms of variable cost items such as total "man" hours and daily rates for the project team. (Where applicable)
- 5.3 The contract will be capped R 1 900 000,00 including VAT for services required on an as and when required basis.
- 5.4 Signatory to Service Level Agreement with the bidders approved submission as annexure to the contract. (Applicable to the awarded panel)
- 5.5 For each service required the bidder will be required to accept a purchase order for the services required (on an as and when required basis).
- 5.6 Compliance with BBBEE through a valid BBBEE Certificate or DTI sworn affidavit as well as tax compliance through Central Supplier database or SARS tax in (when services are required).
- 5.7 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 5.8 Bidder must adhere to Protection of Personal Information (POPI) Act.
- 5.9 Unsatisfactory performance can result in INSETA invoking its right to terminate the contract.
- 5.10 Bidder will be required to maintain registration with QCTO as QDF for the duration and good standing.
- 5.11 The service provider's quotation must also provide sufficient detail in terms of various cost items such as total "man" hours and daily rates for the project team.
- 5.12 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 5.13 **Bidder will be subjected to annual review in terms of measuring satisfactory performance.**
- 5.14 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place **(upon parties contracting)**

6. **ABSENCE OF OBLIGATION & CONFIDENTIALITY**

- 6.1 No legal or other obligation shall arise between the service provider and INSETA unless/until both parties have signed a formal contract or Service Level Agreement in place.
- 6.2 The Contract site is at **INSETA (as and when required)**.

7. **WORKMEN AND SUPERVISION ON SITE**

- 7.1 The service provider shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the contract.

8. PREQUALIFICATION CRITERIA (Phase 1)

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- 8.1 Proof of registration on CSD (**Central Supplier Database**)
- 8.2 Bidder must provide proof (BBBEE Certificate accredited by SANAS or Department of Trade Industry (DTI) Sworn Affidavit) **and must be** an EME or QSE **only (level 1, level 2 or Generic BBBEE contributor)** status will be considered.

Note: All bidders who do not comply with the items listed above will be disqualified.

9. MANDATORY CRITERIA

Bidders are required to indicate compliance and provide the required evidence as confirmation of compliance.

Note: All bidders who do not comply with the items listed below will be disqualified.

| No. | Technical Mandatory Requirement | Comply /Not Comply | EVIDENCE (bidders to reference section where evidence is submitted in the proposal) |
|-----|--|--------------------|---|
| 1. | Service provider must provide proof (<i>in the form of a letter from QCTO</i>) of a valid registration with QCTO as a QDF (on closing of the bid) | | |

10. EVALUATION CRITERIA

- 10.1 Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the INSETA's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.

10.2 Functional Evaluation threshold

- 10.2.1 The tender submission will be functionally evaluated out of a **minimum of 70 points – any bidder who scores less than 70** will not be considered for further evaluation, **maximum score is 100.**

Bidders who comply with the Phase 2 will be evaluated in terms of Price and BBEE Preference Point system (Phase 3)

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11. Functional Evaluation threshold (Phase 3)

The tender submission will be functionally evaluated out of 100 with a minimum of **70 points** for the bidder to qualify for evaluation of BBEE & Price Preference (Phase 4)

11.1. Functional Evaluation Criteria Phase 3:

The evaluation is based on functionality, which will be evaluated using the following criteria and points:

| Evaluation Area | Functional Criteria | Max Points |
|--|---|------------|
| Experience in providing evidence QDF services | <p>The bidder must submit reference letters from Assessment Quality Partners (AQP's) for the provision of QDF services – for the development occupational qualifications that were successfully developed or reviewed and registered. (Referencing the qualification title and SAQA ID number)</p> <ul style="list-style-type: none"> 1 to 2 developed or reviewed and registered by SAQA qualifications = 70 3 to 4 developed or reviewed and by SAQA registered qualifications = 80 Above 4 developed or reviewed and by SAQA registered qualifications = 100 <p>Non-compliance with the minimum criteria = 0 points</p> <ul style="list-style-type: none"> Reference letters must be on company letter head, signed and dated | 100 |
| TOTAL | | 100 |

Bidders who obtained less than the minimum threshold of **70 points** will be declared non-responsive and therefore will not be eligible for **evaluation of BBEE & Price Preference**.

11.2. Preference Evaluation (Phase 4)

11.2.1. BBEE and Price

As the tender **price is estimated to be below R50 million**, the tender responses will be evaluated on the **80/20**-point system.

12. ADJUDICATION USING A POINT SYSTEM

- 12.1. The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 12.2. Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 12.3. In the event that two or more bids have scored equal points in terms of price and preference points for BBBEE, the successful bid must be the one scoring the highest number of preference points for BBBEE - in terms of PPPFA Regulation 2017 – Section 11 (1) & (2)
- 12.4. However, when functionality is part of the evaluation process and two or more bids have scored equal points for BBBEE, the successful bid must be the one scoring the highest score for functionality.
- 12.5. Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

13. POINTS AWARDED FOR PRICE AND BBBEE PREFERENCE POINT

The **80/20** preference point system

A maximum of **80** points is allocated for price on the following basis:

$$P_s = 80 \{1 - (P_t - P_{\min})\}$$

P_{\min}

Where:

P_s = Points scored for comparative price of bid under Consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable

B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

| B-BBEE Status Level of contributor | Number of points 80/20 system |
|---|--------------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- 13.1.** Bidders who qualify as EME's and QSE's in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.
- 13.2.** Bidders other than EME's or QSE's must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by SANAS.
- 13.3.** Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 14.4 Consortium**
- 14.4.1. A consortium is an association of two or more individuals, companies, organisations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- 14.4.2. A consortium requires that each participant retains its separate legal status and the consortium's control over each participant is generally limited to activities involving the joint endeavour, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.
- 14.4.3. In a consortium, only the lead bidder's credentials both in terms of financial and technical qualifications are considered. Therefore, the interpretation and application to a RFQ/Bid process is such that the lead partner is identified and the following requirements are required as follows:

a) Lead Partner

- All administrative documents (consortium agreement between the lead partner and the partner)
- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfils the requirements of the bid through combination of skills)

b) Partner

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4 Declaration of interest.
- SBD 8 Past supply chain.

14.4.4. It should be taken into cognisance that although the lead partner is the qualifying entity, the partner should prove that it can do business with state-owned entities, through CSD registration, proof that the taxes are compliant, its level of BBBEE status in order to align with the BBBEE status level required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury. The foregoing ensures compliance from an SCM process perspective that the consortium is in order.

14.4.5. Of importance is that in a consortium, each individual team members retain their identities.

14.5 A joint venture

14.5.1. A joint venture is a business entity created by two or more parties, generally characterized by shared ownership, returns and risks and shared governance.

14.5 Unincorporated joint venture:

14.5.1. All SCM documents are filled in by the joint venture in the name of the joint venture, although the submission of administrative documents (partnership agreement between parties) will be completed in the name of the joint venture, and the following will be required from both parties, amongst others

- a) SBD 4.
- b) SBD 6.
- c) SBD 8.
- d) SBD 9.
- e) Tax pin
- f) CSD registration.
- g) The JV agreement will direct which bank account of the two entities will be used.
- h) Consolidated Joint BBBEE Certificate.

14.6 Incorporated joint venture

14.6.1. This aligned to a registered entity or company. A registered entity/ company with a consolidated BBBEE certificate and a bank account in the name of the Joint venture. The required compliance documents must be complete by the entity/ company the name of the joint venture, and the following will be required amongst others

- a) SBD 4.
- b) SBD 6.
- c) SBD 8.
- d) SBD 9.
- e) Tax pin
- f) CSD registration.
- g) The JV agreement will direct which bank account of the two entities will be used.
- h) Consolidated Joint BBBEE Certificate.

14.6.2. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder 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 bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

14.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

15. COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employees of INSETA in respect of BID process, between the closing date and the date of the award of the business.

All enquiries relating to this BID should be emailed **three days before the closing date.**

16. CONDITIONS TO BE OBSERVED WHEN BIDDING

The organization does not bind itself to accept the lowest or any BID, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of his BID submission. The organization also reserves the right to withdraw or cancel the BID at any stage.

No BID shall be deemed to have been accepted unless and until a formal contract / letter of award is prepared and executed.

The competitive shall remain open for acceptance by the Organization for a period of **120 days** from the closing date of the BID Enquiry.

INSETA reserves the right to:

- 16.7** Not evaluate and award a bid that do not comply strictly with this BID document.
- 16.8** Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the terms of reference.
- 16.9** Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the BID shall be sought, offered or permitted.
- 16.10** Cancel this BID at any time as prescribed in the PPPFA regulation.
- 16.11** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

17. Cost of Bidding

- 17.1** The bidder shall bear all costs and expenses associated with preparation and submission of its BID submission and the INSETA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

18. Note to Bidders:

- 18.1** Due diligence to be conducted by INSETA prior to the award of the contract.

END OF TERMS OF REFERENCE DOCUMENT

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