

TERMS OF REFERENCE

BID NUMBER PROJ/2020/21/03

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP, ENHANCE AND CUSTOMISE AS WELL MAINTAIN & SUPPORT A MANAGEMENT INFORMATION SYSTEM (MIS) TO THE INSETA FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE OF APPOINTMENT

1. INSETA OVERVIEW

1.1 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.

1.2 The INSETA must, in accordance with any prescribed requirements:

1.2.1 Develop a Sector Skills Plan within the National Skills Development Plan (NSDP) framework by:

- a) implementing its Sector Skills Plan
- b) establishing learning programmes;
- c) approving work-place skills plans and annual training reports;
- d) allocating grants, in the prescribed manner and in accordance with any prescribed standards and criteria, to employers, skills development providers and workers, and
- e) by monitoring the quality of occupation-based learning in the Sector;

1.2.2 promote occupation-based learning programmes that include work experience by: -

- a) identifying workplaces for practical work experience;
- b) improving the facilitation and assessment of learning; and
- c) assisting with the conclusion of agreements for learning programmes;

1.2.3 register agreements for learning programmes;

1.2.4 support and form partnerships

1.2.5 when required to do so, as contemplated in section 7(1) of the SDLA, collect and disburse the skills development levies, allocated to it, in terms of sections 8 and 9 of the SDLA, in its Sector;

1.2.6 submit to the Director-General any budgets, reports and financial statements on its income and expenditure, which it is required to prepare in terms of the PFMA, as well as plans and reports on the implementation of its Service Level Agreement;

1.2.7 formulate policies and procedures of the SETA;

1.2.8 appoint the employees necessary for the performance of its functions;

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- 1.2.9 perform any other functions and duties imposed on it by the Skills Development Act, the SDLA, other relevant legislation and this Constitution, or that are consistent with the purposes of the Skills Development Act, the SDLA, any other relevant legislation and this Constitution.
- 1.2.10 INSETA is a delegated Quality Assurance Partner (QAP) of the QCTO Quality Council for Trades and Occupations

2. DEFINITIONS

- 2.1 DHET- Department of Higher Education and Training
- 2.2 AGSA – Auditor General South Africa
- 2.3 SDF – Skills Development Facilitator
- 2.4 SLA – Service Level Agreement
- 2.5 MIS – Management Information System
- 2.6 CRM – Customer Relationship Management
- 2.7 ETQA – Education Training and Quality Assurance
- 2.8 INSETA – Insurance Sector Education and Training Authority
- 2.9 ID - Identification Document
- 2.10 NLRD – National Learner Record Database
- 2.11 QCTO - Quality Council for trades and occupations
- 2.12 SAQA – South African Qualifications Authority
- 2.13 SDA - Skills Development Act
- 2.14 SDLA – Skills Development Levies Act
- 2.15 SETMIS - SETA Management Information System
- 2.16 TVET - Technical Vocational Education and Training Colleges
- 2.17 WIL - Work Integrated Learning
- 2.18 WSP – Workplace Skills Plan
- 2.19 ATR – Annual Training Report
- 2.20 DHA – Department of Home Affairs
- 2.21 NSDP – National Skills Development Plan
- 2.22 QAP – Quality Assurance Partner
- 2.23 ODOO - A suite of open-source business applications that cover CRM, eCommerce, accounting, inventory, point of sale, project management, etc.

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- 2.24** PostgreSQL – An open-source object-relational database system that uses and extends the SQL language combined with many features that safely store and scale the most complicated data workloads.
- 2.25** XML – An Extensible Mark-up Language designed to store and transport data for both human- and machine-readable.
- 2.26** Python - A multiparadigm, general-purpose, interpreted, high-level programming language.
- 2.27** GIT - A free and open-source distributed version control system designed to handle everything from small to very large projects with speed and efficiency.
- 2.28** SQL - a Structured Query Language for storing, manipulating, and retrieving data in databases
- 2.29** Ubuntu OS - An open-source software operating system (LINUX)

3. PROJECT BACKGROUND AND SITUATIONAL ANALYSIS

- 3.1** INSETA invites proposals from suitably qualified Service Provider to submit proposals required to develop, enhance and customize an existing (*currently deployed in another SETA*) Management Information System for a period 4 months. (*the expected project implementation date being 31st May 2021*).
- 3.2** Prospective bidders are expected to submit proposals for the provision of ODOO System Development Services for a period of four (4) months (*the expected project implementation date being 31st May 2021*) with a 12 months maintenance and support contract effective 1st June 2021.
- 3.3** Prospective bidder will be expected to work with the INSETA current or future technology partners on developments and enhancements of the system.
- 3.4 The Bidder will be required to:**
 - 3.4.1** Develop a Management Information System, software development, testing, enhancement, maintenance, and support from an existing Odoo Community solution currently deployed at another SETA.
 - 3.4.2** System operational support during build runs which may include all-hour standby.
 - 3.4.3** Management Information System database management
 - 3.4.4** To facilitate knowledge transfer, which includes the compilation of software documentation.

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- 3.4.5 System and architecture security
 - 3.4.6 Data migration, extraction, scrubbing, auditing, mapping and conversion process and security
 - 3.4.7 Business Intelligence (3rd party integration)
 - 3.4.8 Transfer of skills to INSETA IT Personnel.
 - 3.4.9 Training of super users and end-users.
 - 3.4.10 Code in XML / Python / PostgreSQL
 - 3.4.11 Work in collaboration and on code developed by others (GIT) to enhance and customize the Management Information System
 - 3.4.12 Develop the solution that must adhere to POPI Act compliance requirements.
- 3.5** The INSETA's MIS services are currently provided by an external service provider based on a provision for ETQA (Quality Assurance), Learning Programmes, Levies and Grants, Skills Development (WSP/ATR), Document Management and Archiving with specific reference to the SETA environment.
- 3.6** The INSETA processes are currently supported by the following applications architecture:
- 3.6.1 The SETA uses a bespoke developed SETA specific application (the so called "Management Information system" (MIS). It has the following functions and attributes - **would continue with these attributes and functionalities:**
 - a) Skills module
 - b) ETQA
 - c) Learning Programmes module
 - d) The MIS system supports limited document management in the form of file attachments that are linked to a transaction.
 - e) The MIS system has an extraction tool for reporting to SETMIS/SAQA/NLRD
 - 3.6.2 The current MIS system is a custom-developed application on a Microsoft SQL Server /.NET platform.
 - 3.6.3 A Web-base, through which certain MIS functions are exposed to stakeholders.
 - 3.6.4 A Business Intelligence (BI) tool
 - 3.6.5 A Workflow Tool
 - 3.6.6 Shared drives on Windows File servers are used for document storage.
 - 3.6.7 The email system which is Microsoft online Exchange based

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- 3.7** The INSETA has its own IT server environment in the INSETA office (Parktown) supported by the current service provider. Applications running on these servers are accessed via a Local Area Network (LAN) and WAN by users located at the INSETA's offices in Parktown and stakeholders that access the system on the internet through internet browsers. Where required by business operations, the external hosted system is interfaced with to transfer data. Website and other IT servers of the outsourced Business Applications / MIS system are provided and hosted by the service provider.
- 3.8** INSETA intends to host the MIS on Microsoft Azure using UBUNTU operating system and PostgreSQL database.

4. SYSTEM FUNCTIONALISITIES

Development of this solution must allow for the below mentioned system functionalities as well as system scalability as and when required.

4.1 Management Information System:

- 4.1.1 INSETA personnel (+/- 100 employees Permanent & Contracted and other (1800 external stakeholders) through LAN or WAN and be able to interact, depending on individual security access rights, with various databases on dedicated hosted INSETA file servers.
- 4.1.2 The systems that support the business processes have to enable the organization to reach higher levels of efficiency in order to deal with increased learner volumes without necessarily having to increase staff numbers.

4.2 Documentation / Data Control & Configuration Management:

- 4.2.1 All documents and data, including email messages, should be controlled and configured electronically, in a user-friendly manner.

4.3 Skills Module

The Online Grants System should provide the following capabilities:

- 4.3.1 Stakeholder log-in
- 4.3.2 Capturing editing and deleting of organisational / employer data / records (with consideration of user roles and rights for this interface)
- 4.3.3 Must have the capability to record employer GPS coordinates from address details inserted and automatically populate municipality information.
- 4.3.4 Linking of related organisations (subsidiaries)
- 4.3.5 Registration and de-registration of Skills Development Facilitators
- 4.3.6 Online and offline capturing editing & printing functionalities of Workplace Skills Plans and Annual Training Reports
- 4.3.7 System generated letters e.g., approval letters, Query letters, acknowledgement letters etc.

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- 4.3.8 Documents upload (System must have enough storage space per employer record to hold documents that support the WSP/ATR submission)
- 4.3.9 Creation of Temporary Levy Numbers (N-Numbers)
- 4.3.10 Grants and levies records and reports (Synchronised to update the organisation profile records tab with the latest levy information)
- 4.3.11 Client relationship management with a built-in workflow to manage email communication with stakeholders and allow for storage of such under the employer records.
- 4.3.12 System Reports on WSP/ATR submission, evaluation and approval status as well as Reports on Employer records
- 4.3.13 Search functionality
- 4.3.14 Summary of the online grant system information
- 4.3.15 Integration with the ERP system on the Calculation of mandatory grants based on approved WSP/ATR submissions
- 4.3.16 System must be able to issue mandatory grant payment letters linked to the finance module.
- 4.3.17 DHET Levy Portal extraction, and synchronisation of data into the Skills Module for each employer (SARS levy dump)

4.4 Project Management (Application of Discretionary Grant)

- 4.4.1 System to synchronise with the Employer organisation submission of the WSP/ATR.
- 4.4.2 Discretionary Grant application process
- 4.4.3 Submission of applications
- 4.4.4 The system must be to issue an automated acknowledgement of the application to stakeholders.
- 4.4.5 System must be able to extract application report for recommendation (Dashboard)
- 4.4.6 Evaluation of submitted applications.
- 4.4.7 The system must be able to approve/rejection applications.
- 4.4.8 Generation of recommendation/ allocation letters

4.5 Learning Programmes

The on-line Learning Programme module must have the following capabilities to enable:

- 4.5.1 The system must be synchronised with the Employer Information data from the Skills Module to link Employers to Learning Programs
- 4.5.2 The system must be able to upload learner information to SETMIS, must have search functionality of the learners, as well as edit the learner status as and when required.
- 4.5.3 The system be able to generate funding agreements (*online*) e.g. Learnership, skills programme, internship and bursaries, as well as work integrated learning.
- 4.5.4 System functionality must be able to extract customisable (employer and learner reports) status reports as and when required.
- 4.5.5 A Learning programme management system (*funded and non-funded*)

4.6 Education and Training Quality Assurance (ETQA):

Provision of a solution with the following quality assurance capabilities to enable:

4.6.1 The system must be synchronised with the Employer Information data from the Skills Module to link Employers to learners on the ETQA module

4.6.2 Registration and Accreditation of Training Providers

4.6.3 A database of accredited providers including their GPS coordinates and contact details.

4.6.4 System must be able to generate an automated reminder as an expiry notification to accredited providers

4.6.5 Linking of providers to:

- a) Assessors
- b) Moderators
- c) Assessments
- d) Learners
- e) Client relationship management (allowing for communication with stakeholders, storage of verification documentation, and accreditation reports)
- f) Learner, Provider, Assessor and Moderator certification

4.6.6 Assessor registration

- a) Assessors to apply manually or electronically
- b) Assessor registration certificates to be generated by the system
- c) An automated reminder to be sent to all assessors reminding them of registration status expiry.

4.6.7 Moderator registration

- a) Moderators to apply manually or electronically.
- b) Moderator registration certificates to be generated by the system.
- c) An automated reminder to be sent to all moderators reminding them of registration status expiry.

4.6.7 Learner certification

- a) Endorsed verification report – manually then uploaded on the system.
- b) Apply qualification rules workflow.
- c) Reporting: learner registration status
- d) Bulk printing of certificates including statement of results.
- e) Provision for (encrypted) electronic signatures on certificate and statement

4.4.8 General requirement for all the divisions:

- a) Ability to track and report on workflow in line with quarterly performance targets.

4.7 SAQA and QCTO– National Learner Record Database (NLRD) interfacing:

- 4.7.1 INSETA personnel and other stakeholders should be able to log on to the MIS system through LAN or WAN and be able to interact, depending on individual security access rights, with various databases on dedicated hosted INSETA file servers.
- 4.7.2 Report extraction capabilities should be aligned to legislative requirements.
- 4.7.3 Interfacing with the SAQA/QCTO NLRD should be fully electronic and compatible as per proprietary mandatory upload specification available from South African Qualification Authority (available on www.saqa.org.za and www.qcto.org.za).
- 4.7.4 The ability to generate test data should be made possible.

4.8 Maintenance & Support

- 4.8.1 On-going maintenance and support of software must be assured related to MIS solution post implementation.
- 4.8.2 A disaster recovery plan must be in place for equipment redundancy and hot-seat provision at a remote site(s) – **to be supplied by INSETA through Microsoft Azure**
- 4.8.3 Backup and restore services, monthly reporting.
- 4.8.4 Bidder to link maintenance and support over the period of the contract.
- 4.8.5 Bidder to provide MIS solution Help desk – 24/7 days a week, with clear priority levels.
- 4.8.6 Bidder to make provision for system enhancements, related to software development services (**as and when required**) – costing of these services to be clearly detailed in the pricing schedule.
- 4.8.7 Bidder to make provision of legislative inclusion (**as and when required**) at no additional cost.
- 4.8.8 Bidder to make provision for a Technical Support for monthly engagement in order to enhance system applications.

4.9 Relational Database requirements:

- 4.9.1 Document / data repository and control.
- 4.9.2 Importing of current documentation / data from existing databases.
- 4.9.3 Input of new documentation / data, e.g. INSETA stakeholders' documentation / data.
- 4.9.4 User customizable report / query extraction capability.
- 4.9.5 The database must be robust, reliable, maintainable, scalable and available according to a Service Level Agreement (SLA) to be entered into with the service provider.
- 4.9.6 The maintainability, availability, integrity and security of documents / data must always be assured.

4.10 Business Intelligence

Reporting to the IT support function on:

- 4.10.1 MIS Security – general and IT related audit logs/trail

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- 4.10.2 Monthly system status reports.
- 4.10.3 Quarterly Service Level Agreement (SLA) reviews.
- 4.10.4 MIS Change management logs.
- 4.10.5 Full business analysis services/tools against system functionalities

4.11 General requirements:

- 4.11.1 The bidder must be able to meet INSETA's SLA and implementation deadlines.
- 4.11.2 The bidder must have good understanding of the INSETA mandate and of SETAs in general as well as the legislative environment.

5. COMPLIANCE OF REGULATORY STANDARDS

Deliverables: System functional guidelines as below:

The MIS solution must be compliant with all sector legislations, Frameworks and Standards and not limited to the following:

- 5.1 Bidder must adhere to Protection of Personal Information (POPI) Act.
- 5.2 Bidder must adhere to General Data Protection Regulation (GDPR).
- 5.3 Bidder must adhere to minimum Information Security Standard (MISS) also Known as the National Information Security Policy.
- 5.4 ISO 27000 Series for Information Security Management.
- 5.5 Including full compliance with INSETA ICT Policies
- 5.6 Bidders are expected to comply with SETMIS business specifications <https://webapps.dhet.gov.za/USUS%20Documents/SETMISFileSpecificationsVersion00120180410.pdf>

6. TRAINING AND PROVISION OF THE USER MANUAL

- 6.1 The appointed service provider must compile a user and training manual – electronic or digital guide (using platforms such as Microsoft Teams or ZOOM)
- 6.2 The appointed service provider will be required to host user testing sessions for each module developed and train selected users on the MIS solution as and when required.
- 6.3 The appointed service provider will be required to accompany INSETA teams on national systems training sessions on an ad-hoc basis for technical support.

7. CONTRACTUAL OBLIGATION

- 7.1 Once-off implementation costs

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- 7.2 Monthly maintenance and support costs for a MIS system for a period of twelve (12) months (post implementation), *including call out fee (as and when required)*
- 7.3 Costs and quality of ongoing maintenance and support of the MIS system – including software development requirements that are legislated.
- 7.4 **Bidder must provide data migration, extraction, scrubbing, auditing and conversion of data costs from the current systems to the proposed system (for current and future projects).**
- 7.5 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. **(the total cost of the project implementation must be clearly stipulated)**
- 7.6 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.
- 7.7 The successful bidder will be required to have adequate professional indemnity as well liability insurance in place **(upon parties contracting)**
8. **ABSENCE OF OBLIGATION & CONFIDENTIALITY**
 - 8.1 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.
 - 8.2 The Contract site is at **INSETA (as and when required).**
9. **WORKMEN AND SUPERVISION ON SITE**
 - 9.1 The service provider shall be held responsible for the conduct of his/her employees and the conduct of his sub-contractor's employees for the full duration of the contract.
10. **MANDATORY CRITERIA (Phase 1)**
 - 10.1 Proof of registration on CSD (Central Supplier Database)
 - 10.2 Valid Proof of Odoo Partnership is required (on closing of the bid as well as the duration of the contract)
 - 10.3 Valid BBBEE Certificate or Sworn Affidavit (on closing date of the bid)

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

11. EVALUATION CRITERIA (Phase 2)

- 11.1 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.

11.2 Functional Evaluation

11.2.1 The tender submission will be functionally evaluated out of **100 points (Phase 2)** paper-based evaluation.

11.2.2 should the bidder/s not meet the **minimum of 85 points required points**, they will be disqualified and will **not qualify for further evaluation in terms of Price & BEE Preference points system (Phase 3)**

Phase 2

Item	Criteria	Points
The bidder must have proven experience in XML / Python / PostgreSQL development	<p>Bidder to provide a Portfolio of Evidence or Curriculum Vitae with contactable references reflecting experience:</p> <ul style="list-style-type: none"> • Minimum of three (3) years' experience = 20 points • Above three (3) years' experience = 30 points <p>Non-compliance with the minimum above points = 0 points</p>	30
The bidder must have proven experience in ODOO software development	<p>Bidder to provide a Portfolio of Evidence or Curriculum Vitae with contactable references reflecting experience:</p> <p>Minimum of three (3) years' experience = 15 points Above three years' experience = 20 points Non-compliance with the minimum above points = 0 points</p>	20
Maintenance and Support Plan	<p>Bidder to provide a proposed maintenance and support plan with the minimum requirements listed below: = 20 points</p> <ul style="list-style-type: none"> • MIS solution Help desk – 24/7 days a week, with clear priority levels • (Post implementation) • Technical support transfer skills <p>Non-compliance with the minimum above points = 0 points</p>	20

Project Management Plan	<p>Bidder to must provide a project management plan and methodology reflecting the following minimum requirements: <i>(over a minimum period of 4 months- implementation being the 31st May 2021) = 30 points</i></p> <ul style="list-style-type: none"> • Business Analysis • Software Development • Data migration process • Change Management • Customization • Training • Implementation <p>Non-compliance with the above = 0 points</p>	30
Total		100

12. PREFERENCE EVALUATION (PHASE 3)

12.1 BBEE and Price

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

13. ADJUDICATION USING A POINT SYSTEM

13.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.

13.2 Preference points shall be calculated after process has been brought to a comparative basis considering all factors of non-firm prices.

13.3 If two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

13.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

13.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

14. POINTS AWARDED FOR PRICE

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 bid

15. 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

15.1 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.

15.2 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.

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- 15.3** A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 15.4** A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard
- 15.5** as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 15.6** 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.
- 15.7** 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 EME/QSE 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.
- 15.8** A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other EME/QSE 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.

16. 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**.

17. 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 INSETA 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:

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- 17.1** Not evaluate and award a bid that do not comply strictly with this BID document.
- 17.2** Select 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.
- 17.3** 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.
- 17.4** Cancel this BID at any time as prescribed in the PPPFA regulation.
- 17.5** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the of cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

18. Cost of Bidding

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.

END OF TERMS OF REFERENCE DOCUMENT