

TERMS OF REFERENCE

DESCRIPTION

**BID – PROVISION OF PROJECT MANAGEMENT TURNKEY SOLUTION: OFFICE FITOUT,
OFFICE RELOCATION FOR INSETA**



1. BACKGROUND

- 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 Therefore, the INSETA is requiring a suitability qualified service provider for the Provision of **Project Management Turnkey Solution: Office Fitout, Office Relocation For INSETA.**

2. SITUATION ANALYSIS

- 2.1 INSETA currently occupy head office space at 37 Empire Road, Parktown, Johannesburg, 2193.
- 2.2 The continuing expansion of staff complement and service offering at INSETA means that the current space occupied no longer meets requirements including minimum requirements for Occupational Health & Safety Standards. This is further impacted by a lack of parking for both staff and visitors.
- 2.3 The current floor size occupied by INSETA at head office at 37 Empire Road, Parktown, Johannesburg is 2800m². Based on the newly approved future organisational structure, INSETA is currently sourcing an office space of between 3500m² and 4000m².

3. SCOPE OF WORK

- 3.1 The INSETA requires the services of a professional service provider who will provide project management services that include relocation to new office, design planning, design layout and implementation, disposing and sourcing of office furniture to new offices – in line with INSETA supply chain management policies and processes.
- 3.2 The prospective bidder will be required to determine and assess the design as well as to develop the technical specifications (*as and when required*) that will form the basis for the procurement of suitable new office space for the INSETA and provide professional and technical advice throughout the project until relocation to new offices.
- 3.3 The envisaged floor space requirement is estimated to be between 3500 to 4000 (sqm) square meters.
- 3.4 The envisaged new lease is expected to commence 1st December 2022 (*preferably 1st October 2022*), and therefore the awarded bidder is expected provided project plan aligned with the execution of goods or services to be ready for the said date.

3.5 The scope of work will include:

3.5.1. Relocation:

- a) Prepare and needs assessment, cost analysis and source on behalf of INSETA for staff and office relocation.
- b) Prepare a relocation methodology for all IT infrastructure and equipment including but not limited to server racks, UPS (Uninterrupted Power Supply).

3.5.2 Design and layout:

- a) Prepare and needs assessment, cost analysis and source on behalf of INSETA for office designs and layout after consultations with the INSETA building committee in line with the INSETA Corporate Identity Manual.
- 3.5.3. Source quotations and seek approval in line with the INSETA SCM Policies and Procedures.
- 3.5.4. Provide professional advice related to any building controls and regulations and including any professional and technical advice necessary for this kind of project.
- 3.5.5. Develop a relocation plan for the INSETA once offices are ready for occupation.
- 3.5.6. Manage the acquisition of office furniture, fittings including filling lockable cabinets (*in line Minimum Information Security Standards- MISS*), and delivery thereof.
- 3.5.7. Manage the office fitout in line with the respective corporate identity manual of INSETA.
- 3.5.8. Compile a risk management plan in parallel with the project plan to mitigate all anticipated risks. (Risk register, impact, likelihood, and priority list, etc.).
- 3.5.9. *Space requirements:*

REQUIREMENTS	Estimated number/size
Total space needed (GLA)	3500m ² to 4000m ²
Current / Future combined staff establishment	Between 120 & 150
Parking (percentage of covered and or open) including 4x disabled parking	120 bays
INSETA's Executive office suites x5 (for each suite there must an interleading office for the personal assistance - PA) Board office x1	1
Number Management office (glass office) x 13 Enclosed Open plan ETQA area x10 including a lockable certification room HR office (enclosed open plan) x4 Staff (open plan) x 60	1
Canteen / Refreshment /Pause area	1
Stationary stores	1
Furniture stores	1
Sick Bay	1
Security control room	1

IT Server room: <ul style="list-style-type: none"> Redundant air-conditioner Minimum power requirements: 3-phase, uninterrupted power supplier via UPS – 200KW (minimum) and non-UPS - 200KW (minimum). Both Non-UPS and UPS should have back-up generator power) Fire suppression system – preferably FM200 gas Fire resistant/retardant (4 hours) walls and access door. Raised flooring. 	1
Internet requirements: <ul style="list-style-type: none"> Accessibility to latest technology provided by major service providers (i.e., fibre ready building). 	1
Archive area (Fire proofed) <ul style="list-style-type: none"> Storage rooms x 3 Strong rooms x 2 	5
Boardrooms <ul style="list-style-type: none"> 1 x Boardroom (25 people) 1 x Multifunction Conference Room that can be used as and when required (100 people) 1 x Executive boardroom (10 people) 2 x Meeting Rooms (5 – 6 people) 	7
Bulk filling area x4	1

4. DELIVERABLES

4.1 Determination of the relocation and design layout requirements including the potential financial implications thereof:

- 4.1.1 Approved Implementation Plan that would identify activities associated with an implementation of the project.
- 4.1.2 Production of office layout drawings through any Computer-aided applications.
- 4.1.3 All information is to be supplied to the INSETA both soft and hard copies and all documents must be made available in pdf format.
- 4.1.4 Proposed Methodology and Project plan in line with the phases and requirements.
- 4.1.5 Develop and design 3 mock-up designs to be approved by the INSETA.
- 4.1.6 Project charter with clear suggested timelines and deliverables to implement the whole project.
- 4.1.7 The successful service provider will be required to sign a service level agreement prior to execution of work.
- 4.1.8 Submit the report that would include the proposed office refurbishment diagrams/plans.

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. N.B. Jonas (Labour)

Ms. F. Mabaso (Government), Mr. S.M. Mpuru (Community Organisation)

CEO: G. Mkhize

- 4.1.9 Terms of reference /specifications for office refurbishment and office designs.
- 4.1.10 The Professional Service Provider appointed shall be given instructions by or shall report to the Corporate Services Executive (Project Sponsor) and a Building Committee established by the CEO.

4.3 INTELLECTUAL PROPERTY

- 4.3.1 The INSETA take ownership of any reports, any work and other intellectual property that will arise out of this project.

4.4 PROJECT PROPOSAL

Service Providers wishing to submit proposals are required to include documents of statements on the following:

- 4.4.1 A short profile of the company or entity.
- 4.4.2 A list and organisational structure of suitable human resource expertise to undertake the task of this nature.
- 4.4.3 Details of administration and financial controls, monitoring and evaluation in place.
- 4.4.4 Auditing controls in place.
- 4.4.5 Infrastructural capacity for the project; (provide a list) – available capacity or outsourced
- 4.4.6 Number and equity profile of the project team and their experience.
- 4.4.7 Project plan showing how the entity will manage the project.
- 4.4.8 Details of the cost / fee breakdown for the services to be rendered.

5. TIMEFRAMES

- 5.1 The duration of the contract will be for period of **9 months** – from signing of the contract (**allowing for the completion of the projects including potential snag list**)

6. CONTRACTUAL OBLIGATION

- 6.1 Bidders to fully complete SBD 3.1 including all applicable costs, in South African Rands (including VAT)
- 6.2 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.
- 6.3 The above hours are an estimate and guide for the duration of the contract.
- 6.4 The costing for the furniture will be agreed upon before the third phase is undertaken and be approved by INSETA, however estimates must be provided for budgetary and accrual purposes.
- 6.5 **Bidder will be subjected to performance review in terms of measuring satisfactory performance - monthly**
- 6.6 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place **(upon parties contracting)**.
- 6.7 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts. Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2014.
- 6.8 Indemnity Cover of more than 10 million (Attach Copy of the Insurance Cover) **(upon parties contracting)**
- 6.9 Letter of Good Standing from labour (Attach Certificate) **(upon parties contracting)**

7. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 7.1 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.
- 7.2 The Contract site is at **INSETA (as and when required)**.

8. WORKMEN AND SUPERVISION ON SITE

- 8.1 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.

9. PREQUALIFICATION CRITERIA (Phase 1)

- 9.1 Proof of registration on CSD (**Central Supplier Database**) – **full CSD report.**
- 9.2 Submission of a complete, sign and submit and Standard Bid Document (SBD) 4 – Bidder disclosure.
- 9.3 Bidder must provide a valid BBBEE Certificate (accredited by SANAS only) or Sworn Affidavit (in as prescribed or CIPC or DTI template)

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

10. MANDATORY CRITERIA (Phase 2)

10.1 INSETA seeks proof of any of the following valid registrations: (*in terms of relevant expertise*)

- 10.1.1 Proof of valid registration SACPCMP (South African Council for the Project and Construction Management Professions – *applicable to Project Management Professionals or,*
- 10.1.2 Proof valid registration EAAB (Estate Agency Affairs Board) – *applicable to Property Brokers Professionals or,*
- 10.1.3 Proof registration with SACAP (South African Council for Architectural Profession) – applicable to Architectural Professionals.

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

11. EVALUATION CRITERIA

- 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 threshold (Phase 3)

11.4.1 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 (Phase 4), **maximum score is 100 Price and BBEE.**

11.3 Functional Evaluation Criteria Phase 3:

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

Evaluation Area	Evaluation Criterion	Maximum Points
Methodology	<p>The bidder must include a detailed methodology demonstrating the plan to deliver on the task or assignment including timelines, team line to their task or role, support required from the INSETA as well as reporting requirements reflecting the objective deliverables measurable, payment Milestone linked to deliverables in line with the scope work presented. = 40 points</p> <p>Failure to provide evidence non- compliance = 0 Points</p>	40
Experience of the firm or company in delivering	<p>Experience will be assessed in relation to the to the field of expertise required to achieve the intended outcome of the project. The bidder must reflect the company's previous experience in areas comparable the following delivered project deliverables:</p> <ul style="list-style-type: none"> to the entire office relocation on corporate or commercial buildings - the bidder must identify the project description, role played and the project value. <p>Bidder must provide reference letters on a company letterhead, dated, and signed with contactable email address.</p> <p>Minimum 2 projects completed = 15 points Above 2 projects completed = 30 points</p> <p>Bidders to note that due diligence will be conducted against received references.</p> <p>Failure to provide evidence on- compliance = 0 Points</p>	30
Samples of previous work and Portfolio of evidence	<p>The Bidder to submit with the proposal the portfolio of evidence (in line with submitted reference letters) to demonstrate the (Attach previous pictures of the requirement in a readable Memory stick as part of your submission.)</p> <p>Minimum 2 projects completed = 15 points Above projects completed = 30 points</p> <p>Bidders to note that due diligence will be conducted against received references.</p> <p>Failure to provide evidence on- compliance = 0 Points</p>	30
Total		100

- 11.4.1 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 BBBEE & Price Preference**.

11.5 Preference Evaluation

11.5.1 BBBEE and Price

As the tender **price is estimated to be between R30 000 and R50 million including VAT**, the tender responses will be evaluated on the **80/20**-point system.

12. ADJUDICATION USING A POINT SYSTEM

- 12.5** The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 12.6** Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 12.7** 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 Act 5 of 2000.
- 12.8** 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.
- 12.9** 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 bid

14. 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

14.1 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.

14.2 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.

14.3 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.
- BBEE Sworn-Affidavit.
- SBD 4
- SBD 6

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 BBEE status in order to align with the BBEE 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.

14.6 Unincorporated joint venture:

14.6.1. 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) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBEE Certificate.

14.7 Incorporated joint venture

14.7.1. This aligned to a registered entity or company. A registered entity/ company with a consolidated BBEE 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

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

14.7.2. 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.

14.8 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

15.1 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

16.1 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:

- 16.2** Not evaluate and award a bid that do not comply strictly with this BID document.
- 16.3** 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.
- 16.4** 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.

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- 16.5** Cancel this BID at any time as prescribed in the PPPFA.
- 16.7** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the cost effectiveness and the principle 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

