

**REQUEST FOR QUOTATION**

<b>RFQ NUMBER</b>	<b>REQ/ INS/2022/01033</b>
<b>RFQ ISSUE DATE</b>	<b>08 JULY 2022</b>
<b>BRIEFING SESSION</b>	<b>N/A</b>
<b>RFQ DESCRIPTION</b>	<b>REQUEST FOR QUOTATION - APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT FRAUD RISK ASSESSMENT FOR INSETA</b>
<b>CLOSING DATE &amp; TIME</b>	<b>14 JULY 2022 @ 13:00</b>
<b>LOCATION FOR SUBMISSIONS</b>	<a href="mailto:rfqs@inseta.org.za">rfqs@inseta.org.za</a>

**Bidders must submit responses via e-mail at: [rfqs@inseta.org.za](mailto:rfqs@inseta.org.za)**  
**For any queries or questions, please use above mentioned email address.**

The INSETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late and incomplete submissions will invalidate the quote submitted.**

SUPPLIER NAME: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

E MAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CELL NO: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

## 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 INSETA seeks to appoint a suitably qualified service provider to conduct an entity wide enterprise Fraud Risk Assessment for INSETA.

## 2. SCOPE OF WORK

The scope of services required includes the following:

- 2.1 Understand the entity's business, conduct the fraud risk assessment service, identify and evaluate existing controls effectiveness.
- 2.2 Conduct a fraud risk assessment session with the INSETA Management and the Board.
- 2.3 Determine risk likelihood and consequence and impact of its occurrence.
- 2.4 Structure interviews with Stakeholders in the area of risk interest, individual evaluations using questionnaires and provide analysis report.
- 2.5 Document risk assessment process provide a record of how fraud risks were analysed in previous periods, thereby informing future risk assessment.
- 2.6 Document fraud risk assessment process to enable accurate tracking of fraud risks over time using historical reference data.
- 2.7 Service provider to provide a detailed documentation explanation of the assessment method and the definitions of the terms used.
- 2.8 Service provider to prepare an implementation plan for fraud risk assessment conducted as per the deliverables.
- 2.9 Investigate the compliance activities of the INSETA consider new external risks remote working arrangements that may result in significant changes to the manner in which internal controls are designed and executed.
- 2.10 Assist with development of fraud prevention plan and a fraud risk register.
- 2.11 Analyse the latest internal and external audit reports to identify areas of vulnerability to fraud.
- 2.12 Prepare a fraud action plan with each deliverables and timelines on fraud risk assessment.
- 2.13 Prepare a report and recommendations on the fraud and risk assessment and present to INSETA Executives.
- 2.14 Present the fraud risk assessment report to the INSETA Management and the Board.

### 3. DELIVERABLES

The Fraud Risk Assessment should address the following four key areas;

- 3.1 Conduct the fraud risk assessment to identify possible areas where fraud and corruption can happen.
- 3.2 **Asset Misappropriation** - Desktop evaluation on fraud prevention.
- 3.3 **Financial and Non-Financial Reporting**
- 3.4 **Regulatory Compliance Areas** - Investigate the compliance activities of the organization
- 3.5 **Illegal Acts** - Provide guidance to implement the approved Fraud Prevention Plan and Strategy including gaps identified in the desktop evaluation conducted in asset.

### 4. TIMEFRAMES

- 4.1 All deliverables should be completed within a period of two (2) months after commencement or appointment date.

### 5. CONTRACTUAL OBLIGATION

- 5.1 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.
- 5.2 Bidder will be subjected to performance review in terms of measuring satisfactory performance.
- 5.3 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts.
- 5.4 Bidders are required to fully comply with the provisions of the POPIA 4 of 2014 and any other applicable legislative framework

### 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 head office**.

### 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.

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## 8. PREQUALIFICATION CRITERIA (Phase 1)

- 8.1 Bidder must submit Proof of registration on CSD (**Central Supplier Database**)
- 8.2 The SBD forms must be fully completed, signed and initialled by the authorised company representative.
  - 8.2.1 **SBD 4 Bidder's Disclosure**
  - 8.2.2 **SBD 6.1 Preference Points Claim Form**
  - 8.2.3 **General Condition of Contract (GCC)**
- 8.3 Bidder must initial all pages of GCC and sign all pages of this RFQ document and submit a formal quotation on a company letterhead.
- 8.4 Bidder must provide a valid BBEE Certificate (**accredited by SANAS only**) or BBEE Certificate issued by CICP, or valid Sworn Affidavit on the DTI issued template.

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

## 9. MANDATORY CRITERIA

**The following compulsory requirements must be provided.**

- 9.1 The bidder resource/s undertaking the assignment must provide a proof that they are accredited members of "The Institute of Risk Management South Africa".
- 9.2 The bidder must provide a company profile reflecting a list of previous Fraud Risk Assessment conducted. List must include company name/s, with contact person and email address and service provided including the duration of services.

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

## 10. PRICING SCHEDULE

- 10.1 Service providers must ensure that the price quotations are inclusive of all applicable taxes (**including VAT**). Costing must comprise of all the relevant services proposed in line with the scope of work (but not limited to):
  - 10.1.1 Specify the different resource roles on assignment.
  - 10.1.2 Specify the name and experience of the resource to be assigned to each role.
  - 10.1.3 Provide the rate charge out for each resource.
  - 10.1.4 Provide an estimate of hours per resource to deliver the scope of work (the information provided in this RFQ).
  - 10.1.5 Bidder to specify any other fees charged other than professional fees and must be disclosed in detail.
  - 10.1.6 Note: Hourly fees charged for required services will not exceed those quoted below.

## 11. PRICING SCHEDULE:

No.	Resources	Hourly rate charged	Estimated hours	Rate estimated+ hourly rate (Total cost)
1.	Partner/Senior Manager			
2.	Project Management			
3.	Consultants			
4.	Other fees disbursements			
<b>Sub Total</b>				<b>R</b>
<b>VAT 15%</b>				<b>R</b>
<b>Total Including VAT</b>				<b>R</b>

\*\*Pricing Schedule

**NB:** Tax matter for the recommended bidder will be verified on Central Supplier Database (CSD) or SARS E-Filing prior awarding. If the bidders tax matters are non-compliant in terms of clause 4.2 & 4.3 will be exercised from National Treasury Instruction No. 09 of 2017/2018 (Tax Compliance Status Verification).

### 11.2 Preference Evaluation

#### 11.2.1 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

- 12.1** 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 Act 5 of 2000.
- 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.

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**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 bid

**14. B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:**

<b>B-BBEE Status Level of contributor</b>	<b>Number of points 80/20 system</b>
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.
- BBBEE Sworn-Affidavit.
- SBD 4

**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.

**14.6 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 BBBEE Certificate.



## 14.7 Incorporated joint venture

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

**14.7.3** 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.

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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 60 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.
- 16.5** Cancel this BID at any time as prescribed in the PPPFA.
- 16.6** 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**

**Annexed to this document for completion and return with the document:**

- SBD 4 Bidder's Disclosure
- General Conditions of Contract (GCC)
- SBD 6.1 Preference Points Claim Form

**Non-compliance in returning above mentioned documents, will deem the bid non responsive.**