

## REQUEST FOR QUOTATION (RFQ)

### APPOINTMENT OF A FRAMEWORK OR PANEL CONTRACT TO PROVIDE ACCREDITED ASSESSOR(S) AND MODERATOR(S) SERVICES FOR FINAL INTEGRATED SUMMATIVE ASSESSMENT (FISA) EXAMINATION SCRIPTS (AS AND WHEN REQUIRED)

|                          |  |
|--------------------------|--|
| RFQ                      | N/A  |
| RFQ ISSUE DATE           | 17 AUGUST 2022   |
| BRIEFING SESSION         | N/A  |
| RFQ DESCRIPTION          | APPOINTMENT OF A FRAMEWORK OR PANEL CONTRACT TO PROVIDE ACCREDITED ASSESSOR(S) AND MODERATOR(S) SERVICES FOR FINAL INTEGRATED SUMMATIVE ASSESSMENT (FISA) EXAMINATION SCRIPTS (AS AND WHEN REQUIRED) |
| CLOSING DATE & TIME      | 22 AUGUST 2022 @ 11h00   |
| LOCATION FOR SUBMISSIONS | <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: \_\_\_\_\_

**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**

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

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

## 1. BACKGROUND

- 1.1 The Insurance Sector Education and Training Authority (INSETA) is a public entity listed inschedule 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 is piloting a programme to implement FISA examination to aid learners registered for the listed legacy qualifications via INSETA accredited providers.
- 1.3 Therefore, the INSETA requires a framework or panel contract to provide registered assessor(s) and moderator(s) services for Final Integrated Summative Assessment (FISA) examination scripts (as and when required).

## 2. PROJECT BACKGROUND

- 2.1 INSETA has developed a bank of QCTO endorsed FISA instruments and tools. These assessment instruments and tools enable INSETA to:
  - 2.1.1. Exit learners that have been hanging in the system after completing parts of a legacy qualification and wish to complete a full qualification.
  - 2.1.2. Enrol new learners with adequate relevant work experience to enrol for an RPL programme to formalise a qualification.

### 3. SCOPE OF WORK

The appointed assessor(s) and moderator(s) will be required to provide script marking and moderation services and quote on the following qualifications:

| SAQA ID Code | Qualification Title         |
|--------------|-----------------------------|
| 49835        | Retail Insurance NQF L4     |
| 49929        | Short Term Insurance NQF L4 |
| 57918        | Short Term Insurance NQF L5 |

### 4. DELIVERABLES

- 4.1. Ensure that INSETA registered constituent assessor(s) and moderator(s) are available to undertake the project.
- 4.2. Assess/mark 100% scripts for each of the legacy qualifications listed as per the table above.
- 4.3. Moderate 30% of the scripts for each of the legacy qualifications as per table above.
- 4.4. Develop marking and moderation reports for the script marking process as conducted for each of the legacy qualifications marked/moderated.
- 4.5. Complete the marking/moderation process within 3 (Three) weeks of appointment by INSETA.
- 4.6. Any other related administrative services i.e. completing mark sheets, non-disclosure agreements etc.
- 4.7. Develop and submit a project closure report highlighting the successes and challenges experienced during the script marking process.
- 4.8. Submit to INSETA proof of valid assessor constituent registration for each of the team members used to mark/moderate.
- 4.9. Submit to INSETA proof of valid moderator constituent registration for each of the team members used to mark/moderate.
- 4.10. Fully signed assessor / moderator reports upon completing of the marking & moderation processes.
- 4.11. Project closure report for each learnership qualification assessed or moderated.

### 5. TIMEFRAMES

- 5.1 The duration of the contract will be for period of **two (2)** years from date of appointment.

## 6. CONTRACTUAL OBLIGATION

- 6.1. Bidders to fully complete pricing table or provide a quotation that attends to the elements listed in this RFQ **including all applicable costs (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. Bidder will be expected to sign SBD 7.2 contract form upon award.
- 6.4. Bidder will be issued a PO on request of services as and when required
- 6.5. Bidder must remain compliant in terms of BBBEE compliance throughout the contract period.
- 6.6. Bidder must maintain a tax compliant status through the contract period for services as and when required.
- 6.7. **Bidder will be subjected to quarterly review in terms of measuring satisfactory performance.**
- 6.8. 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.

## 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

- 9.1 Proof of registration on CSD (**Central Supplier Database**)
- 9.2 Bidder must sign, complete and submit Standard Bidding Document (SBD4)
- 9.3 Bidder must submit a BBBEE Certificate accredited by SANAS *only* or Sworn Affidavit on an applicable DTI template or CIPC template (EME, QSE and GENERIC BBBEE 1 or 2 contributor)

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

## 10. MANDATORY CRITERIA

- 10.1. Bidder must be an INSETA accredited Skills Development Provider (SDP)
- 10.2. Proof of valid INSETA constituent registration as Assessor – each qualification.
- 10.3. Proof of INSETA constituent registration as Moderator – each qualification.

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

## 11. PRICING SCHEDULE

- 11.1 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 the bidder's submission (but not limited to):

|  | Qualification                                       |            | Quantity | Price/Script | Total Pricing |
|--|---|------------|----------|--------------|---------------|
| 1                                      | Retail Insurance NQF Level 04                       | Marking    | 28       |              |               |
|  |   | Moderation | 10       |              |               |
| 2                                      | Short Term Insurance NQF Level 04                   | Marking    | 60       |              |               |
|  |   | Moderation | 20       |              |               |
| 3                                      | Short Term Insurance NQF Level 05                   | Marking    | 62       |              |               |
|  |   | Moderation | 25       |              |               |
| 4                                      | Marking/Moderation Report – Retail Insurance L4     | Reports    | 2        |              |               |
| 5                                      | Marking/Moderation Report – Short Term Insurance L4 | Reports    | 2        |              |               |
| 6                                      | Marking/Moderation Report – Sort Term Insurance L5  | Reports    | 2        |              |               |
| <b>OVERALL TOTAL QUOTE (VAT incl.)</b> |   |            |          |              |               |

## 11.2 Preference Evaluation

### 10.2.1. 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.
- 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<sub>s</sub> = Points scored for comparative price of bid under Consideration

P<sub>t</sub> = Comparative price of bid under consideration

P<sub>min</sub> = 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.
- BBBEE Sworn-Affidavit.
- SBD 4

13.4.4. 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.

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

### 13.5 A joint venture

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

### 13.6 Unincorporated joint venture:

- 13.6.1. 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.

### 13.7 Incorporated joint venture

- 13.7.1. 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.

- 13.7.2. 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.

- 13.8** 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.

## **14. COMMUNICATION**

- 14.1** 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**.

## **15. CONDITIONS TO BE OBSERVED WHEN BIDDING**

- 15.1** 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 **60 days** from the closing date of the BID Enquiry.

INSETA reserves the right to:

- 15.2** Not evaluate and award a bid that do not comply strictly with this BID document.
- 15.3** 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.
- 15.4** 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.
- 15.5** Cancel this BID at any time as prescribed in the PPPFA.
- 15.6** 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.

## 16. Cost of Bidding

16.1 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.

## 17 Note to Bidders:

17.1 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 (Bidders Disclosure)
- SBD 6.1
- General Conditions of Contract (GCC)

**Non – compliance in returning above mentioned documents, will deem the bid nonresponsive.**