

**TERMS OF REFERENCE**

**DESCRIPTION**

**BID NUMBER: TENDER-INS/2022/01014**

**BID DESCRIPTION – APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM TO INSETA FOR A PERIOD OF THREE (3) YEARS.**

## 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 suitably qualified service provider to provide a **Customer Relationship Management System**.

## 2. SITUATION ANALYSIS

- 2.1. As identified through the recently undertaken organizational review, there are several challenges with regards to effective customer and stakeholder engagements. It is noted that the current posture of the INSETA as an organization could be streamlined to be more efficient and customer centric.
- 2.1.1. Customer and stakeholder engagement efforts are currently coordinated and managed manually which leads to inefficiency.
- 2.1.2. Inconsistent quality in customer experiences.
- 2.1.3. No mechanism of tracking customer and stakeholder issues, commitments, and resolutions.
- 2.1.4. Lack of accountability for high-quality customer service at various customer touchpoints.

## 3. SCOPE OF WORK

- 3.1 INSETA requires a Customer Relationships Management (CRM) System to be utilised as a single port of entry for all enquiries via all INSETA communication channels. The system should be able to ease the management of complaints and to improve the flow of information within INSETA. INSETA regards stakeholders to include but not limited Employers – Levy Paying and Non-Levy Paying, Board and committees, SA Government, Public, INSETA staff and consultants, Educational Institutions, Training providers/skills development providers, SETA's, Professional bodies and Trade Associations in the Insurance sector and Organised labour.
- 3.2 Key objectives of the required CRM system are to provide:
- 3.2.1 A solution that offers a secure web-based cloud solution hosted by the provider for the duration of the contract. The hosting must include back-up and recovery, and disaster recovery in line with INSETA controls.
- 3.2.2 The system should be compliant with best practises, standards, frameworks and legislations e.g. ISO 27000 series, POPIA, GDPR.
- 3.2.3 It must be compatible with all major browsers used by customers.
- 3.2.4 Appropriate mandatory fields must be created according to INSETA's needs. The customer logging in an enquiry needs to populate the fields when submitting an enquiry to INSETA to allow for identification of the customer, the relevant transaction and preferred method of communication.
- 3.2.5 The system must generate a unique ticket number or reference number for traceability and auditability of the enquiry.

**Board Members:** Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Organised Employer), Ms. L. van der Merwe (Organised Employer), Ms. R.G. Govender (Organised Employer), Ms. P. Mendes (Organised Employer), Ms. Z. Motsa (Organised Employer), Mr. K.A.A. Sungay (Organised Employer), Mr. M. Soobramoney (Organised Labour), Mr. J.J.M. Mabena (Organised Labour), Ms. S.A. Anders (Organised Labour), Mr. C.B. Botha (Organised Labour), Ms. S.T. Dinyake (Organised Labour), Ms. N.B. Jonas (Organised Labour), Ms. F. Mabaso (Professional Bodies), Mr. S.M. Mpuru (Professional Bodies)

**CEO: Ms. G. Mkhize**

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- 3.2.6 Ability to automatically send a reply to customers as soon as a ticket is lodged to confirm receipt – customised per specific category.
  - 3.2.7 A dashboard view of the customer enquiries.
  - 3.2.8 A single source of all customer information.
  - 3.2.9 Maintenance of all customer logged queries using automated processes.
  - 3.2.10 Provide the customer with the ability to view and access all logged queries.
  - 3.2.11 A mechanism for streamlined marketing initiatives i.e., mass, or one-on-one marketing.
  - 3.2.12 A tailored framework for customer management and engagement processes.
  - 3.2.13 A solution that operates in logically synchronised procedures.
  - 3.2.14 Visibility and search capabilities – define any number of search properties and filter criteria.
  - 3.2.15 Extensive reporting capabilities and consolidated statistics on customers.
  - 3.2.16 Integration with the existing and future IT environment(s) to exchange data between systems.
  - 3.2.17 A system that can be modified and enhanced in the future without extensive re-configuration or development of the system functionality and features, customisation process, ability to add subcategories aligned to INSETA corporate identity.
  - 3.2.18 A solution that provides best practice campaign management, customer management, complaint management, duplicate and address management, including MS-Outlook integration and not limited to the above.
  - 3.2.19 Role based access control to ensure delegation of authority and maintain accountability.
  - 3.2.20 Strict maintenance of data quality and data security through form validations.

## 4 DELIVERABLES

### 4.1 Stakeholder Relations:

- 4.1.1 A single view of all stakeholder information
- 4.1.2 Stakeholder categorization
- 4.1.3 Stakeholder Mapping
- 4.1.4 A central repository of all stakeholder issues
- 4.1.5 A central repository of all stakeholder commitments
- 4.1.6 A timeline of all stakeholder interactions
- 4.1.7 An embedded communication platform

### 4.2 Campaign Management :

- 4.2.1 Ability to Create and Manage multiple campaigns.
- 4.2.2 Allow for Stakeholder segmenting and mapping for various campaigns.
- 4.2.3 Bulk Email and SMS engagement platform.
- 4.2.4 Ability to create and manage surveys.

#### **4.3 Ticket Management:**

- 4.3.1 A service portal that is accessible to all customers.
- 4.3.2 Allow customers to create and submit tickets.
- 4.3.3 Auto acknowledgement of received complaints/compliments on the CRM System.
- 4.3.4 The system should provide the customer with the status or progress on each stage of the matter up to when the matter is closed.
- 4.3.5 Track ticket by age and priority.
- 4.3.6 Manage resolution and turnaround times in line with the INSETA service standards.
- 4.3.7 Define Escalation protocols.
- 4.3.8 Define execution teams of specific tickets based on specific service topics.

#### **4.4 Escalations**

- 4.5.1 The CRM system must notify the CRM Specialist with a pop-alert message, email notifications and a dashboard after 24 hours when the case is not processed.
- 4.5.2 If 48 hours lapses without a case been assessed by the CRM Specialist assigned to the complaint, a pop-up alert message should immediately go to the CRM Specialist and Manager warning of non-acknowledgement of a post-assessment case.
- 4.5.3 The system should track and flag out all the cases which were not assessed within the 48 hours turn-around time and create a customised alert in a warning sign and group those cases in one high priority inbox dashboard.
- 4.5.4** The system must have the capability of allowing INSETA to customize escalations in accordance with the INSETA service standards.

#### **4.5 Dashboarding:**

- 4.5.1 Data Visualization.
- 4.5.2 Data Aggregation.
- 4.5.3 Track Matrices.

#### **4.6 Workflow Management:**

- 4.6.1 Design and manage multiple workflows.
- 4.6.2 Create auto queue management.
- 4.6.3 Auto assign work packages to specific teams and individuals based on defined workflows.
- 4.6.4 Work package auto routing based on topics and execution teams.

#### **4.7 Post Response Assessment**

- 4.8.1 The CRM system must automatically close the complaint after five (5) working days if no feedback or response is received from the complainant. The complainant will be informed about the closure of the case due to non-responsiveness.
- 4.8.2 The CRM system must also allow customers to rate the level of service received from the INSETA on a rating scale that will be provided for each complaint/compliment and average the overall score/ rating for each officer.

#### **4.8 Monitoring and Reporting.**

- 4.9.1 Multi-dimensional real-time dashboard monitoring of status of tickets per categories, dates, per divisions etc.
- 4.9.2 Tickets statistics: status over specified time periods.
- 4.9.3 Details of reported/resolved/outstanding tickets.
- 4.9.4 Tickets assignment details.
- 4.9.5 The “raw data” must be exportable to Excel and accessible to any proposed reporting solution.

#### **4.9 Training**

- 4.9.1 The successful bidder will be expected to provide face to face training for internal staff immediately after the deployment of users to a maximum of 15 staff members/role players at the INSETA offices or via MS Teams on utilisation of system.
- 4.9.2 Training for the system Administrators up to 4 staff members (e.g., how to create new categories/add fields, manage the Standard responses; add/remove staff members etc).
- 4.9.3 A training manual and video for customers and one manual and video for internal users on how to use the solution and its various functions must be provided.

#### **4.10 Maintenance and Support:**

- 4.10.1 Maintenance and support must be provided for the duration of the contract.
- 4.10.2 The Service Provider will be required to enter into a Service Level Agreement (SLA) with INSETA.

### **5 TIMEFRAMES**

- 5.1 The duration of the contract will be for period of three (3) years.

### **6 CONTRACTUAL OBLIGATION**

- 6.1 Bidders to fully complete SBD 3.1 including all applicable costs including VAT, with a fixed total price including all applicable licences and maintenance and support.
- 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 subjected to annual review in terms of measuring satisfactory performance.
- 6.4 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 6.5 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.

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**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**)
- 9.2 Submission of a complete, sign and submit and **Standard Bid Document (SBD) 4 – Bidder disclosure.**

**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 (Phase 2)**

- 10.2.1 The tender submission will be functionally evaluated out of a **minimum of 100 points on Phase 3A – any bidder who scores less than 70** will not be considered for further evaluation (Phase 3B).
- 10.2.2 Should the bidder meet the requirements on **Phase 2A**, they will be required to present their CRM system for INSETA's consideration as **Phase 2B** of evaluations and will be evaluated out of **40 points**.

**Phase 2A**

Category	Description	Weight
<b>Capacity and Experience of the service provider:</b>	<p>The bidder must demonstrate that they have the capacity to render the required service. Proof of experience of entity in supplying the same solution. The bidder must provide a minimum of three (3) references confirming implementation of a Customer Relationship Management.</p> <ul style="list-style-type: none"> <li>• A minimum of 3 letters provided= <b>30 points</b></li> <li>• 4 and more letters provided= <b>40 points</b></li> </ul> <p><b>Non-compliance with the minimum requirement = 0 points</b> <b><i>Due diligence will be conducted against reference letters submitted</i></b></p>	<b>40</b>

<b>Project implementation Plan</b>	<p>The bidder must provide a project implementation plan which details how the solution will be carried out for implementation. <i>clear time frames, skills, training of end users and resources utilised to deliver proposed solution.</i></p> <p>Project implementation plan must include the following (but not limited to) = <b>10 points</b></p> <ul style="list-style-type: none"> <li>• <b>Initiation</b></li> <li>• <b>Clear time frames,</b></li> <li>• <b>Resources,</b></li> <li>• <b>Testing</b></li> <li>• <b>Onboarding and training of end users</b></li> <li>• <b>Feedback and close out report</b></li> </ul> <p><b>Non-compliance to any and all of the above = 0 points</b></p>	<b>10</b>
<b>Customer Service and support proposal</b>	<p>Bidder required to provide a workflow incident report diagram offering monitoring, and draft maintenance support plan.</p> <ul style="list-style-type: none"> <li>• Workflow incident report monitoring and <i>weekday draft service maintenance support plan for the duration of the contract</i> = <b>40 points</b></li> <li>• Workflow incident report monitoring and <i>24/7 draft service maintenance support plan for the duration of the contract</i> = <b>50 points</b></li> </ul> <p><b>Non-compliance with all of the above information = 0 points</b></p>	<b>50</b>
<b>TOTAL</b>	<b>100</b>	

10.2.3 Bidder/s who meet the above-mentioned minimum threshold of **70 out of 100**, qualify for further evaluation on **phase 2B**. Successful bidder/s will be notified and given 24 hours' notice for the presentation.

10.2.4 Bidder/s are required to present their CRM system for INSETA's consideration and will be evaluated **out of 40 points**.

### Phase 2B

Category	Description	Weight
<b>Presentation of the CRM system</b>	<p>The CRM presentation must be fully aligned to the requirements listed below:</p> <ul style="list-style-type: none"> <li>• Stakeholder Relations</li> <li>• Campaign Management</li> <li>• Ticket Management</li> <li>• Escalations</li> <li>• Dashboarding</li> <li>• Workflow Management</li> </ul>	<b>40</b>



<i>EMPOWERED TO INFLUENCE AND INSPIRE!</i>	<ul style="list-style-type: none"> <li>• Post Response Assessment</li> <li>• Monitoring and Reporting</li> </ul> <p><b>(5 points against each element listed in section 4 of the RFQ document)</b></p> <p><b>Non-compliance with all the above information = 0 points</b></p>	
<b>Total</b>		<b>45</b>

- 10.2.5 Bidders are required to pass the minimum threshold of **40 points** on the functional criteria (presentation – **phase 2B**) to be considered for the final **phase 3** which is price and BBEE.
- 10.2.6 Bidders who score less than **40 points** will not be considered for the final phase, thus be disqualified, and will be declared non-responsive and therefore will not be eligible for **evaluation of BBEE & Specific Goals**.

### 10.3 Preference Evaluation (Phase 3)

#### 10.3.1 Preference Points Applied Against Specific Goals

The tender responses will be evaluated on the **80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million**.

- 10.3.2 The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 10.3.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- a) Price; and
  - b) Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



## 11. ADJUDICATION USING A POINT SYSTEM

- 11.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 11.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 11.3 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 11.4 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
- 11.5 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 POINTS AWARDED FOR PRICE AND PREFERENCE POINTS

- (1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

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

- (2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- (3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**13 SPECIFIC GOALS POINTS WILL BE AWARDED AS FOLLOWS:**

Table 1: Specific goals for this bid and points claimed are indicated per the table below.

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership 100% black owned-: Ownership	10	20		
Enterprise with ownership 80% and above black owned-: Ownership	10	20		
Enterprise with ownership 51% to 79% black owned-: Ownership	9	18		
Enterprise with ownership 51% women -: Ownership	9	18		
Enterprise with ownership 50% black owned-: Ownership	4	12		

**Note: Evidence to be submitted by Emerging Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) – sworn affidavit (DTI or CIPC Template, Generic entities – SANAS accreditation.**

- 13.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 13.2 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 14.1 Consortium

14.1.1 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.

14.1.2 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 delineates the rights and obligations of each member.

14.1.3 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

14.1.4 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.

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

## 14.2 A joint venture

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

### 14.3 Unincorporated joint venture:

14.3.1 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.

### 14.4 Incorporated joint venture:

14.4.1 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.

14.4.2 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.

14.4.3 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

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.
- 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**