

REQUEST FOR QUOTATION (RFQ)

PROVISION AND MANAGEMENT OF 24-HOUR TOLL-FREE ETHICS HOTLINE FOR INSETA FOR THE PERIOD OF THREE YEARS

RFQ ISSUE DATE	28 APRIL 2023
RFQ NUMBER	RFQ/INS/2023/24/0022
RFQ DESCRIPTION	PROVISION AND MANAGEMENT OF 24-HOUR TOLL-FREE ETHICS HOTLINE FOR INSETA FOR THE PERIOD OF THREE YEARS
CLOSING DATE & TIME	10 MAY 2023 @ 11h00
LOCATION FOR SUBMISSIONS	rfqs@inseta.org.za

Bidders must submit responses via e-mail at: 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 _____

PROVISION AND MANAGEMENT OF 24-HOUR TOLL-FREE ETHICS HOTLINE FOR INSETA FOR THE PERIOD OF THREE 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 requires a suitably qualified service provider for Provision and Management of 24-Hour Toll-Free Ethics Hotline for INSETA for the period of three (3) years.

2. SCOPE OF WORK

- 2.1** A service provider must create and manage a 24-hour toll-free call centre to enable INSETA employees, contractors, stakeholders, suppliers and other interested parties or members of the public to raise their concerns relating to any unlawful, irregular and or suspicious corrupt related activities or conducts.
- 2.2** Provide a toll-free hotline or ethics line services which will be active and managed 24 hours a day, 365 days a year to enable employees, contractors, stakeholders, suppliers and other interested parties or members of the public to report irregular, unlawful and corrupt related activities.
- 2.3** To provide the following communications mediums for the ethics line:
- 2.3.1. A toll-free telephone number/s
 - 2.3.2. A secure email address.
 - 2.3.3. A free post address.
 - 2.3.4. A web-based address and
 - 2.3.5. Refresher training
- 2.4.** All calls to the toll-free number will be handled by a call operator (Service Provider), who will transcribe the;
- 2.4.4. Information provided onto a spread sheet customized to INSETA specific requirements.
 - 2.4.5. Each call will be allocated a specific reference number to be used, should the

caller wish to provide more information on a subsequent date or should the caller, at a later stage enquire regarding progress of the matter reported.

- 2.4.6. The information transcribed on to the call sheet will be transmitted to INSETA's Accounting Authority Chairperson and the Audit and Risk Committee Chairperson who will be responsible for acting on the information received from such reports.
- 2.4.7. The option of remaining anonymous will be explained to each caller. In the event of the caller requiring anonymity, the service provider will be entitled to refuse to provide any indication to INSETA of caller's identity unless it is required by law.
- 2.4.8. All calls will be recorded, and the recordings will be maintained for period of two (2) months. A copy of the information received will be stored at an off-site location to ensure safety.
- 2.4.9. In the event of the information provided indicating prima facie immediately or physical threat to members of INSETA or the general public, the information will be conveyed to the South African Police Services also known as SAPS at 10111 as well as to the INSETA's Accounting Authority Chairperson and the Audit and Risk Committee Chairperson.
- 2.4.10. Conduct workshop(s) on the use of hotline as an when required by the INSETA, as well as highlighting the various types of information disclosures.
- 2.4.11. Assist in promoting awareness materials to be displayed in the building.
- 2.4.12. Provide monthly reports of fraud hotline activities and other services rendered in relation to the scope of work; and
- 2.4.13. Services to be rendered by the service provider must comply with all relevant South African legislations, i.e. – Protected Disclosure Act 26 of 2000 and Protection of Personal Information Act 3 of 2013.

3. ENGAGEMENT APPROACH

In light of the project objectives and scope described above, a summary of the activities that the service provider must conduct are as follows:

- 3.1 Assist INSETA in drafting project plan (Marketing and operational) of the toll-free services.
- 3.2 Furnish INSETA with details of the various reporting mediums, including unique toll-free number, hot fax number, hotspot address, Hotmail address and web-based reporting link.
- 3.3 Manage all aspects of the day-to-day operation of the ethics line services on behalf of INSETA.
- 3.4 Assist INSETA to launch and create an awareness of the toll-free line services; and
- 3.5 Assist INSETA to develop continuous marketing initiatives aimed at sustaining awareness of the toll-free line services.
- 3.6 Assist INSETA in conducting preliminary investigation.

4. KEY DELIVERABLES

The bidder is required to deliver the following:

- 4.1 A working and effective ethics hotline to INSETA.
- 4.2 On-site and off-site recording of backups.
- 4.3 Regular reports to South African Police Services (SAPS) where applicable.
- 4.4 Monthly management reports analysing the information received and on fraud hotline activities.
- 4.5 Marketing materials relating to the hotline and its implications; and
- 4.6 Awareness to INSETA staff and the general public on the hotline and highlighting the various types of disclosure when requested to do so by INSETA.

5. TIMEFRAMES

- 5.1 The duration of the contract will be for period of **three (3) years from 01 July 2023 to 30 June 2026**

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 must remain compliant in terms of BBBEE compliance throughout the contract period.
- 6.5 Bidder must maintain a tax compliant status through the contract period.
- 6.6 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**.

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. MANDATORY CRITERIA

- 9.1 The bidder must provide proof of registration on **CSD (Central Supplier Database)**
- 9.2 The bidder must provide **three (3)** contactable reference letters from clients where similar work was done in the past **three (3) years (between 2019 and 2022)**. These letters must be on the client's letterhead, signed and dated.

10. PRICING SCHEDULE

10.1 The bidder 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):

Description	Price per unit 1 st year	Price per unit with a maximum 5% escalation 2 nd year	Price per unit with a maximum 5% escalation 3 rd year
Set up Cost			
Monthly Fee			
Total			

10.2. The quotation must be based on the whole document and inclusive of VAT.

10.3. The service provider must provide annual price escalation for three (3) years

11. SPECIFIC GOALS POINTS WILL BE AWARDED AS FOLLOWS:

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.

- 11.1. 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.
- 11.2. 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.

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 respects, the award shall be decided by the drawing of lots.

13. POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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.
 - 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/RFQ should be emailed **three days before the closing date** at rfqs@inseta.org.za

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 **90 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 (Bidders Disclosure)
- SBD 6.1
- General Conditions of Contract (GCC) initialled