



**inseta**

INSURANCE SECTOR EDUCATION  
AND TRAINING AUTHORITY

EMPOWERED TO **INFLUENCE** AND **INSPIRE!**

**TERMS OF REFERENCE**  
**BID NUMBER: TENDER-/INS/2023/24/002**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO CONDUCT RESEARCH  
AND IMPACT ASSESSMENT ON A YEARLY BASIS OF INSETA LEARNING PROGRAMMES  
FOR A PERIOD OF (3 YEARS)**

**FINAL TDR**

## **1. BACKGROUND**

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.

The INSETA has an obligation to prepare and submit a high quality and a well-researched Sector Skills Plan (SSP) to the Department of Higher Education and Training bi-annually (June and August of each year), which will be informed by information obtained from Impact study findings which will be utilized during SSP compilation.

The aim of these studies will be to provide a thorough analysis of where we were, where we are and where we want to go and the impact the INSETA Learning Programmes (learnerships, rural learnerships, Internships, Work Integrated Programmes and Bursaries) for workers and youth.

## **2. PURPOSE**

The Insurance Sector Education and Training Authority (INSETA) hereby invites interested qualified, independent, and experienced institutions/companies to conduct impact studies of INSETA learning programmes for a period (3 Years).

The study will need to cover:

- a. The past ten (10) years of INSETA work in a summary document including all impact studies completed over this period; and
- b. Commence with an annual impact study of learning Programmes from the period 2022/23 financial year, 2023/24 financial year and 2024/25 financial year.

### **2.1 THE MAIN OBJECTIVES OF THE IMPACT STUDIES ARE:**

- 2.1.1 To assess the employment status of learners that were funded by the INSETA.
- 2.1.2 To assess the impact of INSETA accredited learning providers through feedback provided by the programme beneficiaries.
- 2.1.3 To identify challenges experienced by learners on finding employment upon completion of INSETA Learning programmes; including their progression in their careers
- 2.1.4 To conduct case studies on learners for a more in-depth understanding;
- 2.1.5 To obtain perceptions of learners/graduates towards INSETA qualifications.
- 2.1.6 To examine what needs to be done to improve the qualifications and services rendered by the INSETA;
- 2.1.7 To ascertain whether or not the INSETA's interventions have positively changed the lives of beneficiaries.
- 2.1.8 To ascertain which INSETA programmes produce the best results over all programmes and the reasoning around this.

- 2.1.9 To facilitate data collection workshops with all INSETA divisions to ensure the accuracy of data to be collected for the next 3 years and the importance of all data in future impact studies.
- 2.1.10 To design and review an impact study template and questionnaire that can be used annually over the next three (3) years.

## **2.2 SCOPE OF WORK**

The Impact Assessment is divided into the following functional areas:

- 2.2.1 **Planning Phase** - Development of a proposal illustrating the aim, objectives, desktop research and data collection methods and sampling techniques, deliverables and timelines.
- 2.2.2 **Data Collection and Analysis** – Collation of both primary and secondary data for analysis. This includes interviews with learners, training providers and employers and professional bodies, secondary data includes the data collected from the previous impact studies conducted by INSETA.
- 2.2.3 **Meetings** – Regular steering committee(s) meeting attendance as and when required.
- 2.2.4 **Reporting and Presentation** – Compiling of progress reports for deliverables indicated in the proposal. Furthermore, presentation of preliminary and final results.
- 2.2.5 **Disbursements** – Telephone calls, emails and travel (according to SARS rates).

## **3 . DELIVERABLES**

### **3.1 The Service Provider will be responsible for:**

- 3.1. Planning – Develop a detailed proposal for the Design and Development of an Impact Assessment model as part of the Impact study.
- 3.1.1 Development of a detailed proposal showing all activities, deliverables, checkpoints and timelines for the duration of the project, in accordance with the approved TOR.
- 3.1.2 The proposal must adopt the mixed methods approach (i.e. qualitative and quantitative).
- 3.1.3 Present the detailed proposal to the INSETA for their approval.
- 3.1.4 The service provider will be required to produce a detailed final report at the end of the first year and subsequent years of the impact study.

### **3.2 Data collection and analysis.**

- 3.2.1 To facilitate data collection workshops with all INSETA divisions to ensure the accuracy of data to be collected for the next 3 years and the importance of all data in future impact studies.
- 3.2.1 Develop the necessary Data Collection tools (e.g. questionnaire and semi-structured interview guide/s)
- 3.2.2 At least three attempts must be made to contact training providers, beneficiaries and employers and professional bodies before reporting that the participants are non-contactable

- 3.2.3 Training providers, beneficiaries, employers and professional bodies will be contacted via cellphone, landline, email, face-to-face or virtual.
- 3.2.4 Capture the data in a format that is presentable to INSETA. The raw data must be provided to the INSETA.
- 3.2.5 Once all data is collected and cleaned, carry out an analysis of the data.
- 3.2.6 Prepare a detailed analysis report for each of the programmes implemented as per the approved data analysis plan.
- 3.2.7 Submit progress reports to the Research Specialist/Skills Planning and Research Manager on a monthly basis.

### **3.3. Progress reporting**

Provide regular progress reports to ensure that monitoring of performance and progress in terms of data collection and analysis phases.

- 3.3.1 Summary of activities undertaken and the progress in meeting deliverable/s;
- 3.3.2 Deliverables for month to be attached to the report;
- 3.3.3 Deliverables achieved since last report;
- 3.3.4 Project financial status;
- 3.3.5 Issues and risks that may affect timescales or deliverables.

### **3.4 Knowledge, qualification, and experience**

The service provider must provide the INSETA with a Lead Researcher who has obtained the following qualification and experience:

- 3.4.1 Minimum of a masters degree in any of the related fields of Social Sciences, Education, Economics, Statistics or Management Sciences
- 3.4.2 Minimum of at least 3 completed impact studies in any of the related fields of Social Sciences, Education, Economics, Statistics or Management Sciences
- 3.4.3 Knowledge and experience of learnerships, bursaries, skill programmes, internships and occupational qualification delivery
- 3.4.4 Programme Monitoring and Evaluation
- 3.4.5 Excellent communication and report writing skills.

## **4. TIMEFRAMES**

The duration of the contract will be for a period of 3 years (36 Months).

## **5. SERVICE PROVIDER PROPOSAL REQUIREMENTS**

The service provider shall respond to this bid in line with the attached template.

## **6. CONTRACTUAL OBLIGATION**

- 6.1 Bidders to fully complete **SBD 3.3** including all applicable costs. **(i.e 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 **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.

## 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.
- 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. ADMINISTRATIVE COMPLIANCE CRITERIA (Phase 1)

Bidders are required to fully complete and sign the below mentioned returnable documents:

- 9.1 Standard Bid Document one (1) Invitation to Bid and Proof of company resolution (as referenced in SBD 1)
- 9.2 Standard Bid Document four (4) Bidder's Disclosure
- 9.3 Standard Bid Document six-point one (6.1) Preference Points Claim Form
- 9.4 General Condition of Contract (GCC) – *initial each page*
- 9.5 Standard Bid Document three-point three (3.3) Pricing Schedule and Annexure A

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

## 10. PREQUALIFICATION CRITERIA (Phase 2)

- 10.1 Proof of registration on CSD (**Central Supplier Database**) full CSD report.
- 10.2 **Proof of registration with CIPC**
- 10.3 **ID documents for directors**
- 10.4 Bidders must provide a **valid BBEE Certificate** (accredited by SANAS only) or Sworn Affidavit (in as prescribed or CIPC or DTI template)

## 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)

11.2.1 The tender submission will be functionally evaluated out of **100 with a minimum of 70 points for the bidder to qualify for evaluation on Specific Goals and Price (Phase 4)**

### 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	Functional Criteria	Max Points
<b>Qualifications</b>	<p>Qualifications of the Lead Researcher/project team leader are a minimum of a Masters degree in any of the following fields: <b>Social Sciences, Education, Economics, Statistics or Management Sciences.</b></p> <ul style="list-style-type: none"> <li>NB. Attach certified copy (not older than 3) months of qualification and the CV of the Lead Researcher/project team leader <b>Masters = 20 points</b></li> <li>Uncertified qualification certificates will not be accepted as authentic= <b>0 points</b></li> </ul>	<b>20</b>
<b>Experience: Lead researcher</b>	<p>Lead Researcher/project team leader Must at least have done and completed three (3) impact studies in any of the related fields of Social Sciences, Education, Economics, Statistics or Management Sciences within the SETA or within the Education and Training environment.</p> <p><b>Bidder to submit evidence of the studies complete:</b></p> <ul style="list-style-type: none"> <li>minimum of 3 Impact studies completed (Please attach samples) = <b>10 points</b></li> <li>5 and above Impact studies completed (Please attach samples) = <b>15 points</b></li> <li><i>NB: Experience should be in a table format with contactable references, for example: Name of institution, title of the study, year conducted, year completed, and purpose of the study, contactable reference name, and contact details</i></li> </ul> <p><b>Non-compliance with the minimum criteria = 0 points</b></p>	<b>15</b>
<b>Reference letters</b>	<p>The bidder is required to submit a minimum of five (05) reference Letters relevant and contactable clients that were serviced previously in the last ten (10) years</p> <p>NB: The Reference Letter must be on the letterhead of the previously serviced client and should reflect the name of the client, title of the impact study, year conducted, year completed, purpose of the study, contactable reference name and contact details (active email) and it must be duly signed.</p> <ul style="list-style-type: none"> <li>1-3 reference letters = <b>10 Points</b></li> <li>3-4 references = <b>20 points</b></li> <li>5 and above references = <b>30 points</b></li> <li>A PO or Award letter and reference letter</li> </ul> <p>Note: Due diligence will be conducted against reference.</p>	<b>30</b>



	letters submitted.	
<b>Project resourcing</b>	<p>Bidders are required to submit a detailed project plan with clear timelines detailing team members name, position, certified qualifications, and work experience:</p> <p><b>Non-submission of minimum requirements below equals zero (0)</b></p> <p><b>Composition of the project team:</b></p> <p><b>Team leader X 1</b>  <b>Project Coordinators with a minimum X2</b>  <b>Project administrators with a minimum X2</b></p> <p>Project plan with clear timelines = <b>(10) Points</b>  Project team with a minimum of five to six (5-6) team members = <b>20 points</b>  Project team with seven to nine (7-9) team members = <b>25 Point</b></p>	<b>35</b>
<b>TOTAL</b>		<b>100</b>

**NB:**Bidders are required to score a minimum of 70 points on functional evaluation, and bidders who scored below the minimum threshold of **70 points** will be declared non-responsive and therefore will not be evaluated **Specific Goals and Price** as require by PPR 2022.

#### 11.4 Preference Evaluation (Phase 4)

##### 11.4.1 SPECIFIC Goals and Price

As the tender **price is estimated to be below R50 million**, the tender responses will be evaluated on the **80/20**-point system.

- 80 = On Price
- 20 =On specific goals

#### 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, the successful bid must be the one scoring the highest number of preference points for Specific Goals and Price .
- 12.4** However, when functionality is part of the evaluation process and two or more bids have scored equal points for Specific goals and Price , 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**

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:

- Ps = Points scored for comparative price of bid under Consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

**14. SPECIFIC GOALS PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:**

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

Where either the **80/20** preference point system is applicable, corresponding points must also be indicated as such. 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 80-100% black owned-: Ownership	20	
Enterprise with ownership of 80-100% women-owned-: Ownership	20	
Enterprise with ownership of 50-79% black owned-: Ownership	18	
Enterprise with ownership 50-79% women-owned-: Ownership	18	
Enterprise with ownership of less than 50% black owned or women-owned-: Ownership	14	

**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

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

- a) SBD 4
- b) SBD 6.1
- 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.
- 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 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**