

REQUEST FOR QUOTATION (RFQ)

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BUSINESS CONTINUITY PLAN FOR INSETA

RFQ ISSUE DATE	16 NOVEMBER 2023
RFQ NUMBER	RFQ/INS/2023/24/0066
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BUSINESS CONTINUITY PLAN FOR INSETA
CLOSING DATE & TIME	23 NOVEMBER 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 submissions will invalidate the quote submitted.**

SUPPLIER NAME:
POSTAL ADDRESS:
TELEPHONE NO:
FAX NO:
E MAIL ADDRESS:
CONTACT PERSON:
CELL NO:
SIGNATURE OF BIDDER



APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BUSINESS CONTINUITY PLAN FOR INSETA

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 is a Schedule 3A Public Entity in terms of the Public Finance Management Act No 1 of 1999, as amended (PFMA). This therefore implies that the INSETA must fully comply with all the requirements of the PFMA as well as the Irregular Expenditure Framework.
- 1.3. The Insurance Sector Education and Training Authority (INSETA) hereby invites interested qualified and experienced services providers to develop its Business Continuity Plan for a period of three months.

2. SCOPE OF WORK

- **2.1.** Facilitation of a one-day workshop on Business Continuity for Management to set the tone.
- **2.2.** Undertake the Business Impact Analysis for all Business Units.
- **2.3.** Development of the Business Continuity Plan and review of the ICT Disaster Recovery Plan.

3. DELIVERABLES

- **3.1.** To deliver on its mandate outlined in 1 above, the INSETA's operations are segmented as follows:
 - 3.1.1. Office of the CEO
 - 3.1.2. Office of the CFO
 - Financial Management
 - Supply Chain Management
 - 3.1.3. Corporate Services
 - Human Resources -including facilities management (currently reporting to the CFO)
 - Stakeholder Relations (currently reporting to Executive Manager: Risk Management)
 - Information Technology



3.1.4. Operations

- Skills & Research
- ETQA
- Learning Youth
- Learning Workers
- Learning Strategic Projects
- Org Planning, Data & Reporting
- Monitoring and Evaluation (might be moved to Risk Management)

3.1.5. Risk Management

- Risk Management
- Legal Services
- Corporate Governance

The INSETA has recently moved to its Head Office premises at 18 Fricker Ave, Illovo. The organisation has two satellite offices at present at the Orbit and Flavius Mareka TVET colleges with one personnel per office. The satellite offices will expand by two offices every financial year.

3.2. A service provider must have excellent verbal communication and report writing skills.

4. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- **4.1.** No legal or other obligation shall arise between the service provider and INSETA unless/untilboth parties have signed a formal contract or Service Level Agreement in place.
- 4.2. The Contract site is at INSETA.

5. WORKMEN AND SUPERVISION ON SITE

5.1. 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.

6. PREQUALIFICATION CRITERIA

- **6.1.** Proof of registration on CSD (Central Supplier Database)
- **6.2.** Bidder must provide sign SBD 4, SDB 6.1, GCC and proof **of BBBEE certificate or Affidavit- BBBEE certificate or affidavit clearly indicating Specific Goals**



7. FUNCTIONALITY CRITERIA

Evaluation Area	Functional Criteria	Max Points	EVIDENCE (bidders to reference section where evidence is submitted in the proposal)
Company Profile	The bidder must provide a company profile indicating at least 5 years' experience in providing Business Continuity services.	10	
	Points allocation matrix: The bidder has 10 years or more experience in providing Business Continuity Services = (10 points)		
	The bidder has 5 -9 years' experience in providing Business Continuity Services = (5 points)		
	No points will be allocated for bidders with less than 4 years in providing Business Continuity Services.		



Evaluation Area	Functional Criteria	Max Points	EVIDENCE (bidders to reference section where evidence is submitted in the proposal)
Experience: Certified	The bidder must provide a comprehensive CV of the Project Lead outlining their	30	CV indicating Experience in
Business Continuity	experience leading Business Continuity projects, certified qualifications, and		leading Business
Professional	certified ID.		Continuity Projects.
	Points allocation matrix:		Evidence of certification as
	■ The Project Lead must be a certified BC professional with 15 years or more		BC professional.
	experience leading Business Continuity projects = (30 Points)		
	■ The Project Lead must be a certified BC professional with 10 - 14 years or more experience leading Business Continuity projects = (20 Points)		
	 The Project Lead is a certified BC professional with 5 - 9 years or more experience leading Business Continuity projects = (10 Points) 		
	Non-compliance with the requirements = (0 point)		



Evaluation Area	Functional Criteria	Max Points	EVIDENCE (bidders to reference section where evidence is submitted in the proposal)
Proposal	A proposal (Maximum 10 Pages) is to be submitted outlining the bidder's	25	Methodology and
	response to the scope of work as issued. The proposal should detail the		Implementation Plan
	methodology to be utilized during the provision of services required by the		
	INSETA:		
	The proposal is to include a table detailing the names of clients where previous		
	Business Continuity projects can be referenced.		
	The proposal should also include an implementation plan covering the business units outlined in the overview of the organisation.		
	drints oddinied in the overview of the organisation.		
	Proposed methodology and implementation plan = (25 points)		
	 No Proposed methodology and implementation plan attached= (0 Points) 		



Evaluation Area	Functional Criteria	Max Points	EVIDENCE (bidders to reference section where evidence is submitted in the proposal)
Reference letters	Bidders experience in rendering similar services:		Valid Reference letters as
	Service providers are requested to attach to their RFQ response at least (03)		per requirement
	three reference letters where similar services were rendered within the last five		
	years duly signed.		
	Service providers must make sure that the reference letter is signed and entails		
	the following but is not limited to:		
	The reference must be on the letterhead of the entity who is providing reference letters.		
	 The full contact details of the entity who is the referee. The reference letters must be duly signed and dated and not be older than five years old. A brief description of the project which was completed by the services provider, detailing the following 1) nature of service rendered; 2) period of the project and 3) if they met the deliverables within in the project time lines. 	15	



Evaluation Area	Functional Criteria	Max Points	EVIDENCE (bidders to reference section where evidence is submitted in the proposal)
	Points allocation matrix:		
	3 Reference Letters and above = (15 points)		
	2 Reference Letters = (10 points)		
	1 Reference Letters = (5 points)		
Resources	Bidder's team must comprise of two (2) team members other than the project		CVs and qualifications of
	lead with Business Continuity experience.		project team
	Bidder must submit comprehensive CV(s) of team member(s) outlining		
	qualifications and work experience.		
	certified copies of qualifications and certified ID copies (the certified copies	20	
	must not be older than 6 months)		
	Points allocation matrix:		
	Submission of a comprehensive CV, certified copies of qualifications for		
	two team members and above = (20 points)		



Evaluation Area	Functional Criteria	Max Points	EVIDENCE (bidders to reference section where evidence is submitted in the proposal)
	 Submission of a comprehensive CV, certified copies of qualifications for one team member = (10 points) 		
	 Non-compliance with the minimum requirement = (0 point) 		
TOTAL		100	

Bidders who obtain less than the minimum threshold of **70 points** will be declared non-responsive and therefore will not be eligible for **evaluation of Specific Goals & Price Preference.**



8. PRICING SCHEDULE

8.1. The bidder must ensure that the price quotations are inclusive of all applicable taxes (including VAT).

Description	Quoted amount
Facilitation workshop (Ms Teams) for one (1) day	
Business Impact Analysis for all Business Units.	
Development of the Business Continuity Plan and review of the ICT	
Disaster Recovery Plan.	
VAT @ 15%	
Total	

9. 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:

$$Ps = 80 \{1- (Pt - P min)\}$$

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

10. 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

- **10.1.** 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.
- **10.2.** Bidders other than EME's or QSE's must submit their original and valid B-BBEE status levelverification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by SANAS.
- 10.3. 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.

10.4. Consortium

- 10.4.1. 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.
- 10.4.2. 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 delignates the rights and obligations of each member.
- 10.4.3. 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
- 10.4.4. 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.
- 10.4.5. Of importance is that in a consortium, each individual team members retain their identities.

10.5. A joint venture

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

10.6. Unincorporated joint venture:

- 10.6.1. 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.



10.7. Incorporated joint venture

- 10.7.1. 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.
- 10.7.2. 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 bidderqualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.
- 10.7.3. A person awarded a contract may not sub-contract more than 25% of the value of the contractto 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 andthe ability to execute the sub-contract.

11. COMMUNICATION

11.1. 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

12. CONDITIONS TO BE OBSERVED WHEN BIDDING

12.1. 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:

- **12.2.** Not evaluate and award a bid that do not comply strictly with this BID document.
- **12.3.** 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.
- **12.4.** 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.
- 12.5. Cancel this BID at any time as prescribed in the PPPFA.
- **12.6.** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of theof cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

13. Cost of Bidding

13.1. The bidder shall bear all costs and expenses associated with preparation and submission of the 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.

14. Note to Bidders:

14.1. 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