

REQUEST FOR QUOTATION

RFQ NUMBER	RFQ/INS/2023/24/0072
RFQ ISSUE DATE	25 JANUARY 2024
BRIEFING SESSION	N/A
RFQ DESCRIPTION	REQUEST FOR QUOTATION ON APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TAX CONSULTING SERVICES TO INSETA (FRAMEWORK CONTRACT)
CLOSING DATE & TIME	31 JANUARY 2024 at 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: _____

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 seeks to appoint a suitably qualified service provider to provide Tax Consulting services on SARS monthly EMP201 and do EMP501 Mid-Year and Tax Reconciliation as and when required for a period of three (3) years.

2. SCOPE OF WORK

The scope of services required includes the following:

- 2.1 The purpose is to assist INSETA with the reconciliation submission to fulfil tax responsibilities and to ensure a smooth employer reconciliation process interim and annual.
- 2.2 The bidder must have registered Senior Tax Practitioner / Consultant resources and have the ability to access records from previous Tax Practitioners for filing purposes.
- 2.3 Reconcile employees' tax during the annual and the interim reconciliation.
- 2.4 To submit monthly employer declarations (EMP201) to SARS declare the total tax liability which includes employees' tax, Skills Development Levies (SDL), Unemployment Insurance Fund and Employment Tax Incentive (ETI) applicable for each tax period.
- 2.5 Maintain and update employee database, register employees to SARS for income tax purposes.
- 2.6 The tax certificates values on the EMP201 declaration and actual payments made to SARS should balance, if any discrepancies are identified must be corrected when submitting the EMP501.
- 2.7 The Senior Tax Practitioner / Consultant must be available to respond to any queries regarding the submission.
- 2.8 Support in relation to queries raised by SARS and resolve issues relating to employees' tax.
- 2.9 Reconciliation and produce employees IRP5's / IT3(a) s via SARS e filing.
- 2.10 INSETA number of Employees on the Payroll estimate of 200.

3. DELIVERABLES

- 3.1 Monthly EMP201 submission and do EMP501 Mid-Year and Tax Year end Reconciliation and produce employees IRP5's via SARS e filing.

4. TIMEFRAMES

- 4.1 Required to submit monthly EMP201 and do EMP501 Mid-Year and Tax Year end.
- 4.2 Interim reconciliation period the submission period is September to October.
- 4.3 Annual reconciliation period the dates are published annually or in an income tax notice which can be found on the SARS website.
- 4.4 The duration of contract will as and when for a period of three (3) years after commencement or appointment date.

5. CONTRACTUAL OBLIGATION

- 5.1 In the case of the service provider using subcontractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 5.2 Bidders' services will be utilized as and when required.
- 5.3 Bidder is required to make sure that their BBBEE status is compliant throughout the contract period.
- 5.4 Bidder is required to have a compliant Tax status through the contract period.
- 5.5 Bidder will be required to sign a letter of award and SBD 7.2 contract form upon appointment.
 - 5.6 Bidder will be subjected to performance review in terms of measuring satisfactory performance.
- 5.7 Bidder will be subject to confidentiality throughout the contract period.
- 5.8 Bidders are required to fully comply with the provisions of the POPIA 4 of 2014 and any other applicable legislative framework.

6. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 6.1 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 or SBD 7.2 in place.
- 6.2 The Contract site is at **INSETA head office**.

7. WORKMEN AND SUPERVISION ON SITE

- 7.1 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.

8. PREQUALIFICATION CRITERIA

- 8.1 Bidder must submit Proof of registration on CSD (**Central Supplier Database**)
- 8.2 The SBD forms must be fully completed, signed and initialed by the authorized company representative.
 - 8.2.1 **SBD 4 Bidder's Disclosure**
 - 8.2.2 **SBD 6.1 Preference Points Claim Form**
 - 8.2.3 **General Condition of Contract (GCC) must be initialed against all pages of GCC and initial all pages of this RFQ document and submit a formal quotation on a company letterhead.**

9. MANDATORY CRITERIA

- 9.1 The bidder must provide proof of team as a Senior Consultant and Tax Practitioner, who is a registered tax practitioner with SARS and affiliated to a relevant tax professional body (SAIT, SAICA etc.).
- 9.2 The bidder must submit CVs of a Senior Consultant and Tax Practitioner showing 3 years' experience in South African Taxation laws, standards, policies directives, procedures, interpretation and application thereof.
- 9.3 The bidder **must provide three (3) reference letters** for conducting Tax consulting services. Reference must include company name/s, with contact person and email address and service provided including the duration of services.
- 9.4 The bidder must provide qualifications of a Senior Consultant and Tax Practitioner

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

10. PRICING SCHEDULE

10.1 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 line with the scope of work (but not limited to):

- 10.1.1** The services will be requested as and when required.
- 10.1.2** Specify the consultant and experience to be assigned to each role.
- 10.1.3** Provide the rate charge out for each consultation.
- 10.1.4** Provide an estimate of hours per consultant to deliver the scope of work (the information provided in this RFQ).
- 10.1.5** Bidder to specify any other fees charged other than professional fees and must be disclosed in detail.

11. PRICING SCHEDULE:

No.	Resources	Hourly rate for Year 1	Hourly rate for year 2	Hourly Rate for Year 3
1.	Senior Tax Consultant /Practitioner			
2.	Tax Consultant / Practitioner			
Sub Total				
VAT 15%				
Total Including VAT				

NB: Tax matter for the recommended bidder will be verified on Central Supplier Database (CSD) or SARS E-Filing prior awarding. If the bidders tax matters are non-compliant in terms of clause 4.2 & 4.3 will be exercised from National Treasury Instruction No. 09 of 2017/2018 (Tax Compliance Status Verification).

11.2 Preference Evaluation

11.2.1 Specific Goals and Price

As the tender **price is estimated to be between R2000 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 BBEE, the successful bid must be the one scoring the highest number of preference points for BBEE - 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 BBEE, 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 BBEE 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 _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, organizations 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 delineates 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.

14.7.2 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.

EMPOWERED TO INFLUENCE AND INSPIRE!

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:

- 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 of 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.

END OF TERMS OF REFERENCE DOCUMENT

Annexed to this document for completion and return with the document:

- SBD 4 Bidder's Disclosure
- General Conditions of Contract (GCC)
- SBD 6.1 Preference Points Claim Form

Non-compliance in returning above mentioned documents, will deem the bid non responsive.

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