

REQUEST FOR QUOTATION

PROCUREMENT OF A VETTING AND MONITORING SOLUTION FOR CONFLICT OF INTEREST FOR INSETA FOR A PERIOD OF THREE YEARS (36) MONTHS (as and when required)

RFQ NUMBER	RE-ISSUE - REQ/ INS/2024/2025/0051
RFQ ISSUE DATE	22 nd OCTOBER 2024
BRIEFING SESSION	N/A
RFQ DESCRIPTION	PROCUREMENT OF A VETTING AND MONITORING SOLUTION FOR CONFLICT OF INTEREST FOR INSETA FOR A PERIOD OF (THREE YEARS) 36 MONTHS (as and when required)
CLOSING DATE & TIME	28 th OCTOBER 2024 @ 11:00 – LATE SUBMISSION WILL NOT BE CONSIDERED.
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 the 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: _____

EMAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

PROCUREMENT OF A VETTING AND MONITORING SOLUTION FOR CONFLICT OF INTEREST FOR INSETA FOR A PERIOD OF THREE YEARS (36) MONTHS (as and when required)

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 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 for the procurement of a vetting and monitoring solution for conflict of interest for INSETA for a period of three years (36) months (as and when required).

2. SITUATION ANALYSIS

- 2.1 The Supply Chain Management (SCM) business unit needs to comply with the National Treasury instruction note of 9 of 2009/2010 on how to regulate the environment within which bids should be considered when such bids are submitted by people employed by the state or by persons connected with or related to persons employed by the state.
- 2.2 Currently, INSETA relies on the information provided by the potential or prospective bidders/suppliers when they complete Standard Bidding documents (SBD 4).
- 2.3 Therefore, INSETA wants to implement a proactive digital tool to address potential risks in terms of conflict of interest.
- 2.4 The required system will further assist SCM and good governance to verify the information provided by the bidders or stakeholders in terms of completeness test in both SCM and Discretionary granted processes.

3. SCOPE OF WORK

- 3.1 To develop and implement the DATA Analytic tool to identify any possible conflict of interest between INSETA officials and the possible supplier at the procurement stage.
- 3.2 To develop and implement the DATA Analytic tool to identify any possible conflict of interest between INSETA officials and the possible supplier under the DG programme.
- 3.3 INSETA looking for a pre-built system that is open for customization.
- 3.4 Bidders can propose more than one solution.
- 3.5 Issuing of a detailed report with a clear indication of whether the prospective bidder has any interest in INSETA's officials or is restricted/blacklisted and any judgment against them.

4. DELIVERABLES

4.1 Bidders are required to demonstrate their capability to perform the following:

A: Supplier/Vendor Vetting:

The solution to perform the following verifications:	Description of verification	Default / Optional On-going monitoring
Company registration	Does the company registration number exist? What is the status of the business? In Business, Liquidated / In Liquidation, Voluntary Liquidation, Deregistration in Progress / Final, Conversation from CC to CO	Default verification Automatic On-going Monitoring
Directorships	3 levels in terms of the structure of the company Status of the Director - Active, Resigned, or Suspended. Type of Directorship (Active, Alternating) Director, Member, Trustee Member)	Default verification Automatic On-going Monitoring
VAT Verification	The VAT number provided was verified at SARS. If no VAT number is provided, verify if the company is VAT registered with SARS and provide the SARS VAT number.	Default verification Automatic On-going Monitoring

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Fraud Listing	The system must verify if any of the directors of the vendors are on any of the South African Fraud Prevention Services databases.	Default verification Automatic On-going Monitoring
Judgements	Verify if there are any Judgements against the vendor.	Default verification Automatic On-going Monitoring
B-BBEE Verification	The system must be able to verify BEE certificates and aid with collating the certificates from suppliers.	Optional
Bank Account Verification	The system must have the ability to do bank account information verification.	Transactional
Credit Check	The system must be able to conduct a credit report check on individuals and companies.	Transactional

B: Employee Vetting

Company registration	Does the company registration number exist? What is the status of the business? In Business, Liquidated / In Liquidation, Voluntary Liquidation, Deregistration in Progress / Final, Conversation from CC to CO	Default verification Automatic On-going Monitoring
Directorships	3 levels in terms of the structure of the company: Status of the Director - Active, Resigned, or Suspended.	Default verification Automatic

	Type of Directorship (Active, Alternating) Director, Member, Trustee Member	On-going Monitoring
Property Information	The system must verify if any property has been transferred from the vendor to an employee or if a vendor and an employee share property.	Default verification Automatic On-going Monitoring
Non-preferred Vendor Check	Verify if the vendor or employee is a nonpreferred vendor/employee. Block the vendor and block all the potential vendors associated with the directors of that vendor. The system must perform a National Treasury check.	Default verification Automatic On-going Monitoring

4.2 Staff establishment and usage

- 4.2.1 In formulating the proposal, bidders should consider the staff establishment (headcount) of +/- 200 employees including the executive management and the Board and Board subcommittee members.
- 4.2.2 Approximately 3000 to 5000 suppliers and grant recipients.

5. TIMEFRAMES

- 5.1 The duration of the contract will be for a period of three years (36) months, as and when required.
- 5.1 The Contract site is at **INSETA head office -18 Fricker Road, Illovo, Sandton.**

6. ADMINISTRATIVE CRITERIA (Phase 1)

- 6.1 Bidder must submit proof of registration on CSD (**Central Supplier Database**).
- 6.2 Bidder must submit a full of completed and signed bidding documents:
 - 6.2.1 **Standard Bidding Document (SBD 4) Bidder's Disclosure.**
 - 6.2.2 **SBD 6.1 Preference Points Claim form**
 - 6.2.3 **General Conditions of Contract (GCC) initiated on each page.**
- 6.3 Bidder must provide a valid BBEE Certificate (**EME or QSE or Generic**), accredited by **SANAS only** or **BBEE Certificate issued by CIPC**, or a valid **Sworn Affidavit on the DTI-issued template.**

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

7. MANDATORY CRITERIA (Phase 2)

- 7.1 Bidder to provide **three lists of references**, contactable details phone, cell, and email addresses.
- 7.2 The bidder must be accredited or licensed to provide, implement, and support the proposed Conflict of Interest tool/ system or
- 7.3 Confirmation of the system ownership / accredited or licensed.
- 7.4 The **bidder's proposal** must be aligned with the above-mentioned **DELIVERABLES**, failing to do so, will lead to your proposal being disqualified.

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

8. PRICING SCHEDULE

- 8.1 Service providers must ensure that the price quotations are inclusive of all applicable taxes **(including VAT)**. Costing must comprise all the relevant services proposed in line with the scope of work (but not limited to):

No.	Check Type	Quantity	Rate per service – Year 1	Rate per service – escalation 5% Year 2	Rate per service escalation 5% Year 3
Supplier/Vendor vetting					
1.	Vetting and On-going Monitoring	5000	R		
Employee vetting					
2.	Vetting and On-going Monitoring	200	R		
3.	Licenses fee		R		
Total			R		
VAT			R		
Grand Total			R		
Transactional search			Year 1 – Including VAT	Year 2 Including VAT	Year 3 Including VAT
1.	Credit Check	1	R		
2.	Bank Verification	1	R		

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

- 8.2 The services will be requested as and when required.
8.3 Specify the consultant and experience to be assigned to each role.

9. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 9.1 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.
9.2 The Contract site is at INSETA (as and when required).

10. WORKMEN AND SUPERVISION ON-SITE

- 10.1 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 .

11. CONTRACTUAL OBLIGATION

The bidder will be required to comply with the following:

- 11.1 Signatory to SBD 7.2 contract form with the bidder's approved submission as annexure to the contract.
- 11.2 For each service required the bidder will be required to accept a purchase order.
- 11.3 Compliance with the general conditions of the contract.
- 11.4 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as applicable applications of regulatory prescripts.
- 11.5 In the case of the service provider using sub-contractors, the former will be responsible for ensuring the delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 11.6 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (**upon parties contracting**).
- 11.7 **Bidder must adhere to the Protection of Personal Information (POPI) Act.**

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 the 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 Specific Goals, the successful bid must be the one scoring the highest number of preference points for Specific Goals- 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 Specific Goals, 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. SPECIFIC GOAL POINTS WILL BE AWARDED AS FOLLOWS:

13.1 Specific Goals and Price

13.1.1. As the tender price is estimated to be between R2001 and R50 million including VAT, the tender responses will be evaluated on the **80/20**-point system.

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 of 80-100% black owned :- Ownership	10	20		
Enterprise with ownership of 80-100% women-owned :- Ownership	10	20		
Enterprise with ownership of 50-79% black owned :- Ownership	9	18		
Enterprise with ownership 50-79% women-owned :- Ownership	9	18		
Enterprise with ownership of less than 50% black owned or women-owned :- Ownership	6	14		

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.

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- 13.1.1. 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.
 - 13.1.2. The organ of state reserves the right to require 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.
 - 13.1.3. Bidders who qualify as EMEs and QSEs in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offense.
 - 13.1.4. Bidders other than EMEs or QSEs must submit their original and valid B-BBEE status level verification certificate and BBBEE Scorecard, substantiating their B-BBEE rating and black ownership issued by SANAS.
 - 13.1.5. 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.
- 13.2. *Consortium*
- 13.2.1. 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.
 - 13.2.2. 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 endeavor, particularly the division of profits. A consortium is formed by contract, which delineates the rights and obligations of each member.
 - 13.2.3. 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 an RFQ/Bid process is such that the lead partner is identified, and the following requirements are required as follows:
 - 13.2.3.1. *Lead Partner*
 - 13.2.3.1.1. All administrative documents (consortium agreement between the lead partner and the partner)
 - 13.2.3.1.2. Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfills the requirements of the bid through a combination of skills)
 - 13.2.3.2. *Partner*
 - 13.2.3.2.1. Proof of CSD registration.
 - 13.2.3.2.2. Tax Pin.
 - 13.2.3.2.3. BBBEE Sworn-Affidavit.
 - 13.2.3.2.4. SBD 4
 - 13.2.4. 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

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status in order to align with the specific goals 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.

13.2.5. Of importance is that in a consortium, each individual team members retain their identity.

13.3.A joint venture

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

13.4. *Unincorporated joint venture:*

13.4.1. 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

- SBD 4
- SBD 6
- Tax pin
- CSD registration.
- The JV agreement will direct which bank account of the two entities will be used.
- Consolidated Joint BBBEE Certificate.

13.5. *Incorporated joint venture*

13.5.1. This is 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 completed by the entity/ company the name of the joint venture, and the following will be required amongst others

- 13.5.1.1. SBD 4
- 13.5.1.2. SBD 6
- 13.5.1.3. Tax pin
- 13.5.1.4. CSD registration.
- 13.5.1.5. The JV agreement will direct which bank account of the two entities will be used.
- 13.5.1.6. Consolidated Joint BBBEE Certificate.

14. COMMUNICATION

14.1 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 the 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.**

15. CONDITIONS TO BE OBSERVED WHEN BIDDING

- 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 that 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 **60 days** from the closing date of the BID Enquiry.

INSETA reserves the right to:

- 15.1. Not evaluate and award a bid that does not comply strictly with this BID document.
- 15.2. Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of the preferred bidders(s) based on the criteria specified in the terms of reference.
- 15.3. 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.
- 15.4. Cancel this BID at any time as prescribed in the PPPFA.
- 15.5. 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.

16. COST OF BIDDING

16.1. The bidder shall bear all costs and expenses associated with the 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.

17. NOTE TO BIDDERS:

17.1. Due diligence to be conducted by INSETA prior to the award of the contract – where applicable.

END OF 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 nonresponsive.

