

## REQUEST FOR QUOTATION

<b>RFQ DESCRIPTION</b>	PROVISION OF ADVISORY SERVICES TO IMPROVE THE IRBA's B-BBEE SCORECARD.
<b>RFQ NUMBER</b>	RFQ/BEEADVISORY/03/25
<b>CLOSING DATE AND TIME</b>	17 MARCH 2025 @ 12h00PM
<b>RFQ VALIDITY PERIOD</b>	60 WORKING DAYS (FROM THE RFQ CLOSING DATE)

1. Bidders are hereby invited to submit their proposals for the abovementioned services, according to the Terms of Reference and conditions, as outlined in this documentation.
2. This request for quotation is subject to the General Conditions of Contract (GCC) and, where applicable, any other special conditions of contract.
3. Kindly note that the proposals should be submitted as follows:
  - Via an electronic submission and be emailed to [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za) before or on the closing date and time of this RFQ. Email sizes have been restricted to 15MB per email.
  - Responses must be submitted in an electronic format only and be emailed to the dedicated email address, as provided herein. Responses sent to any other email address, other than the one specified herein, will be disqualified and not be considered for an evaluation. Therefore, it is the bidder's responsibility to ensure that the proposal is sent to the correct and dedicated RFQ email address and received by the IRBA before the closing date and time.
  - All questions must be emailed to [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za) on or before **12 March 2025**.
4. No bids will be considered from any entity or person that is regulated by the IRBA, including network firms, as defined in the IRBA Code of Professional Conduct for Registered Auditors.
5. Late quotations will not be accepted.

## **TERMS OF REFERENCE**

### **1. BACKGROUND OF THE IRBA**

The IRBA is a Schedule 3 A public entity in terms of the Public Finance Management Act, 1999. The IRBA is governed by a Board appointed by the Minister of Finance. The IRBA was established in terms of Section 3 of the Auditing Profession Act, No. 26 of 2005, as amended (the Act), which had an effective date of 1 April 2006. The objectives of the Act, as set out in Section 2, are as follows:

- a) To protect the public in the Republic by regulating audits performed by registered auditors;
- b) To provide for the establishment of an Independent Regulatory Board for Auditors;
- c) To improve the development and maintenance of internationally comparable ethical standards and auditing standards for auditors that promote investment and as a consequence employment in the Republic;
- d) To set out measures to advance the implementation of appropriate standards of competence and good ethics in the auditing profession; and
- e) To provide for procedures for disciplinary action in respect of improper conduct.

### **2. SCOPE OF WORK**

The IRBA intends to appoint a suitably qualified service provider to provide advisory services on Broad-Based Black Economic Empowerment (B-BBEE) Scorecard elements to the IRBA B-BBEE Champions.

The purpose of this Terms of Reference (TOR) is to equip the B-BBEE Champions with the necessary knowledge, skills and tools to effectively implement, monitor, and manage Broad-Based Black Economic Empowerment (B-BBEE) strategies within the IRBA to enhance the organization's B-BBEE compliance and improve its scorecard performance while aligning with national government transformation objectives.

**The scope entails the following:**

- a) Provide comprehensive understanding of the legal framework surrounding Broad-Based Black Economic Empowerment (B-BBEE) within the context of South African regulations.

- b) Equips Champions with an understanding of the various B-BBEE scorecard elements.
- c) Provide knowledge about the various B-BBEE scorecard elements, including its components, criteria, and the significance of each aspect in driving organizational goals and compliance.
- d) Provide insight on the recent gazetted changes to the B-BBEE codes effective, including changes (where applicable) to Skills Development, Enterprise and Supplier Development, Socio-Economic Development and important clarification on definitions such as “Absorption”.
- e) Provide an in-depth technical understanding of each of the elements of the B-BBEE scorecard.
- f) Provide best practices and strategies on each of the B-BBEE elements and improving performance thereto:
  - Management Control element: including, but not limited to, Employment Equity within the context of B-BBEE.
  - Skills Development element: including, but not limited to, skills development expenditure, learnerships, unemployed learners, bursaries, absorption and how to maximise the human capital element of the scorecard.
  - Enterprise and Supplier Development element: including, but not limited to, preferential procurement, supplier development, and enterprise development best practice.
  - Socio-economic Development element, including, but not limited to, contributions.
  - Youth Employment Service Initiative (Y.E.S) bonus points, including, but not limited to, Clarification on Y.E.S implementation, successfully implementing the programme and possible challenges.
- g) Building the capacity to update the company’s B-BBEE position on an on-going basis
- h) How to apply the relevant calculations in respect of each of the elements of the BBEE scorecard.
- i) Guidelines to understand the various elements of the B-BBEE scorecard Amended B-BBEE Codes of Good Practices.
- j) Tools and techniques for identifying, developing, and structuring effective Enterprise and Supplier Development programs that support the growth and sustainability of Black-owned suppliers and contribute to organizational goals, whilst aligning the SCM regulation to the B-BBEE scorecard.
- k) Linking of procurement practices and supplier development to achieve overall compliance on the Enterprise and Supplier Development element of the scorecard. Explore strategies for restructuring vendor profiles and implementing structural changes to optimize supplier relationships and support ESD initiatives.

- l) Assist in the development and implementation of the IRBA's B-BBEE strategy in a way that makes business sense and integrates skills development of the IRBA team. This should further provide skills and techniques to, on-going, benchmark and establish the strengths and weaknesses of our B-BBEE scorecard and how to overcome challenges and exploit opportunities and strengths.

### 3. SERVICE PROVIDER MINIMUM REQUIREMENTS

#### 3.1. Evaluation Stages

##### **First Stage Evaluation: Eligibility Criteria/Mandatory Requirements**

The first stage of the evaluation will be to assess compliance with the submission of the mandatory documents/information. Only proposals that are 100% compliant with the first stage evaluation process will be evaluated further on the second stage evaluation.

##### **Second Stage Evaluation: Technical Mandatory Requirements**

The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS listed in Table 1 below in order for the bid to proceed to the next stage of the evaluation.

##### **Third Stage Evaluation: Pricing & Specific Goals**

Proposals that are compliant with the first and second stage evaluation will be evaluated further in terms of 80/20 preference point systems. The IRBA is committed to achieving Government's transformation.

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

##### **Pricing Schedule requirements:**

Service providers must ensure that the price quotations are inclusive of all applicable taxes (Including VAT). Costing must comprise to all the relevant service proposed in the bidder submission. Bidders are required to submit financial proposals as per the Table 2 on point 4 below on a company letterhead.

The Pricing Schedule (Table 2) is compulsory, and bidders must ensure that it is completed without changing the structure. Failure to complete same in the prescribed manner as per the Table 2 below and without authenticated alterations may result in disqualification of the bid during the financial evaluation process.

**Points awarded for Special Goals Requirement**

In terms of Regulation 3(1) An organ of state must, in the tender documents, stipulate— (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7 and (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goals in accordance with the table below:

<b>Specified Goals for Preferential Point System</b>	<b>Points Allocation Specified Goals</b>
Enterprise with ownership of 51% or more by person/s who are black	10
Enterprise with ownership of 51% or more by person/s who are women	5
Enterprise with ownership of 51% or more by person/s who are youth	3
Enterprise with ownership of 51% or more by person/s with disability	2
<b>Total Points</b>	<b>20</b>

In order to qualify for preference points the bidder must submit the following proof documents together with the proposals for 80/20 evaluation criteria. Failure to submit supporting proof of documents will not disqualify the bidder, however it will result to allocation of zero (0) points.

<b>Procurement Requirement</b>	<b>Proof Documents</b>
Black people /Ownership	CSD Report / BEE Certificates/Affidavit
Women	CSD Report/ BEE Certificates

<b>Procurement Requirement</b>	<b>Proof Documents</b>
Disabled (living with disability)	CSD Report  Medical Certificate / Report
Youth	CSD Report
Joint Venture	Joint Venture Agreement  CSD Reports
CSD Report will be used for verification of ownership percentage	

The IRBA further aims to process payments for Exempted Micro Enterprises and Qualifying Small Enterprises with ownership of 51% or more by person/s who are black within seven working days of receiving a valid invoice. To facilitate this, qualifying enterprises will need to enter into an early payment agreement with the IRBA.

### 3.2. Evaluation Criteria

#### **First Stage Evaluation: Eligibility Criteria/Mandatory Requirements**

Service providers must comply with the minimum conditions below, if they would like their proposals to be considered:

- a) **National Treasury – Central Supplier Database (CSD):** Service providers must submit confirmation of their company or individual registration on the Central Supplier Database (CSD). The IRBA will not award any bid to a service provider that is not registered as a prospective supplier on the CSD, as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction Note 4 of 2016/2017. The CSD registration requirement applies to all companies/individuals.
- b) Service providers must submit price quotations that are inclusive of VAT (if applicable) with their proposals. The Pricing Schedule as per Table 2 under Third Stage Evaluation is compulsory, and bidders must ensure that it is completed without changing the structure of the pricing. Failure to complete same in the prescribed manner and without authenticated alterations to the pricing may result in disqualification of the bid.
- c) Submission of completed SBD 4 (Declaration of interest) and SBD 6.1 (Preference Point Claim form in terms of PPPFMA) forms.

## Second Stage Evaluation: –Functional Requirements

To be evaluated further, service providers must be fully compliant with the below mandatory functionality requirements. Failure to comply with all of these requirements will result in the **disqualification** of the bid. Bidders are required to indicate whether they comply or do not comply with the minimum requirements; and **attach supporting information as part of their proposal**.

Where bidders fail to meet functional mandatory requirements on the functional evaluation stage, they will not be considered further in the evaluation i.e. Third Stage Evaluation: Pricing & Specific Goals.

No.	Functionality Criteria	Comply	Not Comply
a.	<p><b>Related Experience</b></p> <p>Bidders must provide a minimum of two reference letters from contactable clients for whom they have provided B-BBEE training / consulting in B-BBEE scorecards and/or conducting B-BBEE verification procedures in the public sector. The reference letters must be on each client’s official letterhead and contain the contact person’s details and phone numbers or email address.</p> <p>To be valid, each client reference letter must be signed and:</p> <ul style="list-style-type: none"> <li>a. Clearly indicate the name of the bidder;</li> <li>b. Specify the service provided;</li> <li>c. Contain the name(s) of the contact person(s) and their details (phone numbers/email addresses).</li> </ul> <p>The IRBA reserves the right to verify the information provided</p>		
b.	<p><b>CVs of Key Consultant / Project Leader</b></p> <p>The bidder must submit CV of One (1) consultant who will be assigned to provide the consulting / advisory services on the IRBA B-BBEE champions.</p> <p>The consultant must have at least five years’ experience in the development of high impact fit for purpose B-BBEE strategies and implementations in public sector and relevant degree or higher qualification.</p>		

### Third Stage Evaluation: Pricing and Specific Goals

- a) Bidders who comply with the mandatory functionality requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000. Points for this RFQ shall be awarded for Price; and Specific Goals (Refer to 1.1: Points awarded for Special Goals Requirement).
- b) Service providers must ensure that the price quotations are inclusive of all applicable taxes (Including VAT). Costing must comprise to all the relevant service proposed in the bidder submission. Bidders are required to submit financial proposals as per the Table 2 below on a company letterhead.
- c) The Pricing Schedule (Table 2) is compulsory, and bidders must ensure that it is completed without changing the structure. Failure to complete same in the prescribed manner as per the Table 2 below and without authenticated alterations may result in disqualification of the bid during the financial evaluation process.
- d) The total amount of the invoice for advisory services will be governed by the rate per hour quoted and the actual hours for the scope of work, as agreed between the IRBA and the service provider
- e) Price must be Fixed & Firm for the duration of a contract
- f) The total price must be inclusive of any other disbursement such travelling cost to IRBA Travel cost to IRBA offices.

**Table 2: Pricing Schedule**

<b>Activities as per the deliverables and scope work as detailed in this RFQ document</b>				
	<b>Component</b>	<b>Duration in Hours</b>	<b>Rate per Hour (Excl. VAT)</b>	<b>Total Price (Excl. VAT)</b>
<b>1.</b>	<b>Advisory Services</b>			
<b>TOTAL AMOUNT (EXCL. VAT)</b>				<b>R</b>
<b>VAT (15%)</b>				<b>R</b>
<b>TOTAL AMOUNT (INCL. VAT)</b>				<b>R</b>

#### **4. DURATION OF CONTRACT**

The contract is for a period of three (03) months. A Service Level Agreement (SLA) will be entered into between the successful Service Provider and the IRBA to manage and track the quality of services to be rendered. The SLA must be concluded within 30 days of the award letter.

#### **5. CANCELLATION OF CONTRACT**

5.1. Notwithstanding anything to the contrary, the IRBA shall be entitled to summarily terminate the service provider's appointment in the event of a material breach of their obligations under the SLA or any terms of appointment contained in an appointment letter, including but not limited to –

- i. Failure to deliver services to the satisfaction of the IRBA.
- ii. Failure to render services and/or regular updates timeously to the IRBA;
- iii. Involvement in a corrupt activity including but limited to offering a gift or remuneration to any officer or employee of the IRBA in connection with securing an appointment or executing a contract.
- iv. Acting in bad faith or otherwise fraudulently in securing appointment or in the execution of the contract.
- v. Wrongfully and/or unlawfully influencing or attempted to influence the awarding of the IRBA's RFQ process.
- vi. Engaging in any anti-competitive behaviour, including entering into any agreement or arrangement, with any other person to refrain from quoting for this contract, or relating to the RFQ price to be submitted by either party.
- vii. Disclosure to any other person any information relating to this RFQ, except where disclosure in confidence was necessary to obtain quotations required for the preparation of the RFQ

5.2. Any obligations imposed by the terms of the service providers appointment, including the service level agreement, shall be applicable to any person with which service provider is associated in rendering services to the IRBA.

5.3. The IRBA reserves the right to unilaterally terminate the contract with the successful Service Provider on one month's notice, in the event of circumstances beyond its control and that render continuation with the contract undesirable or unnecessary, without compensation to the Service Provider.

#### **6. CONTRACTUAL ASPECTS**

- a) The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of

Contract issued in accordance with Chapter 16A of the Treasury Regulations.

- b) Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- c) The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- d) Bidders shall not perform any work or render any services in terms of the Contract, unless they are in receipt of a written instruction to that effect from the IRBA.
- e) The successful bidder may not assign his/her own obligations.
- f) The successful bidder must advise the IRBA immediately when it seems like unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished to the IRBA, including project team changes that may affect the quality of the service.

## **7. DISCLAIMER**

- 7.1. Service providers must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the quotation. The IRBA will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying quotation documents.
- 7.2. The IRBA reserves the right to not appoint any particular service providers that does not comply with the conditions of this terms of reference, or if information that could put the IRBA at risk is obtained by the IRBA about a service provider.
- 7.3. The IRBA reserves the right to cancel these terms of reference should the budget to cover the full quote of this terms of reference not be available at the time of awarding the quotation or if the need does not exist anymore or the specifications have changed.

## **8. ABSENCE OF OBLIGATION**

No legal or other obligation shall arise between service provider and the IRBA, unless and until the formal appointment documentation has been signed. The IRBA is not obliged to proceed with any service provider's proposals. The IRBA reserves the right to request changes to any proposed consortia.

## 9. QUOTATION SUBMISSION REQUIREMENTS

- 9.1. The IRBA requires only **one (1) submission** of the complete quotation documentation supporting the criteria as stated above to be emailed to [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za).
- 9.2. All the documentation submitted in response to this Request for Quotation (RFQ) must be in English.
- 9.3. RFQ validity 60 Working days from closing date.
- 9.4. The service provider is responsible for all the costs that it shall incur related to the preparation and submission of the quotation document.
- 9.5. The service provider should check the numbering of the pages of its quotation to satisfy itself that none are missing or duplicated. No liability will be accepted by the IRBA in regard to anything arising from the fact that pages of a quotation are missing or duplicated.
- 9.6. The IRBA will not award any bid to a service provider that is not registered as a prospective supplier on the CSD, as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction Note 4 of 2016/2017. The CSD registration requirement applies to all companies/individuals, including joint ventures and sub-contracted companies.
- 9.7. The IRBA may elect to engage in detailed discussions with any one or more service provider, with a view to maximising the benefits of this RFQ as measured against the evaluation criteria and in fully understanding a service provider's offer.
- 9.8. In its absolute discretion, the IRBA may invite some or all service providers to give a presentation to the IRBA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.
- 9.9. In addition to presentations and discussions, the IRBA may request some or all service providers to:
  - Conduct a site visit, if applicable;
  - provide references or additional information; and/or
  - make themselves available for panel interviews.

## 10. OTHER

Enquiries may be directed as follows:

### **SCM Enquiries**

Phyllis Mualusi

Tel: +27 10 496 0614

E-mail address: [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za)

## **COMPLIANCE WITH PERSONAL INFORMATION PROCESSING LAWS**

The Protection of Personal Information Act, 4 of 2013, (POPIA) restricts the processing of personal information to circumstances that are lawful, legitimate, responsible and comply with the provisions of POPIA.

The IRBA will have to process certain personal information, which is owned or held by Bidders and thus, in order to comply with POPIA, IRBA must provide Bidders, whose personal information is processed with a number of details pertaining to such processing, prior to the information being processed, which details are housed under the IRBA Procurement Processing Notice, found on the IRBA website: <https://www.irba.co.za/library/popi-act>. You are requested to download and read the Notice. Please note that most of your personal information, which we will be processing is required for lawful purposes and as a result, your consent to process will not be required. Where we do however, require your consent, which is indicated in the Notice, the handing over of such personal information to IRBA will be viewed as consent to the IRBA's processing of such personal information.

Where IRBA's personal information is provided for processing, IRBA consents to the processing thereof, provided that you or any other recipient who processes it undertakes to process all and any such personal information strictly in compliance with POPIA, and subject further that, where IRBA's personal information is not processed in accordance with POPIA, then the person handing such information indemnifies and holds the IRBA and/or any third parties who may be or will be affected by such non-compliance, harmless against all and any liabilities, loss or damages, including pecuniary, non-pecuniary, and/or aggravated damages, which IRBA or any data subject or other person may incur in consequence of such non-compliance, such person (who is processing the personal information) agreeing to pay to IRBA and/or any affected data subject/s or third party/ies all and any such damages which they may have incurred as a result of such non-compliance, on demand, and NO LIMITATION OF LIABILITY CLAUSES housed under this document or elsewhere WILL UNDER ANY CIRCUMSTANCES LIMIT THE ABOVE MENTIONED DAMAGES.

Where IRBA provides personal information to you in terms of this document and you are tasked with processing it on behalf of the IRBA in your capacity as an "Operator" as defined under POPIA, then in such case, the provisions set out under the IRBA standard "**Operator Agreement/Addendum**" found on the IRBA website will apply to such processing, which terms will be incorporated into, and read together with this document.