

REQUEST FOR INFORMATION: ENTERPRISE AND SUPPLIER DEVELOPMENT (ESD) PROGRAMME

Terms of Reference



REQUEST FOR INFORMATION (RFI)

RFI: ECIC06I-2021/22

ENTERPRISE AND SUPPLIER DEVELOPMENT (ESD) PROGRAMME

CLOSING DATE: 20 August 2021

TIME: 15H00 (SAST, OBTAINABLE BY DIALLING TELKOM ON 1026)

REQUEST FOR INFORMATION: OUTSOURCED SERVICES ON THE MANAGEMENT OF THE ESD PROGRAMMES

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A. INTRODUCTION

1. Introduction

- 1.1 The Export Credit Insurance Corporation of South Africa (SOC) Limited (ECIC or Corporation)¹ is a self-sustained state-owned entity listed under Schedule 3B of the Public Finance Management Act 1 of 1999 (as amended) and established in terms of the Export Credit and Foreign Investments Insurance Act 78 of 1957 (as amended).
- 1.2 The mandate of ECIC is to facilitate and encourage South African export trade, by underwriting export credit loans and investments outside the country, to enable South African contractors to win capital goods and services contracts in countries outside South Africa. ECIC is a registered Financial Service Provider and is regulated by the Financial Sector Conduct Authority and Prudential Authority (FSP No: 30656). Currently exempted in terms of FAIS Notice 78 of 2019.
- 1.3 ECIC operates from offices at Block C7 Eco Origins Office Park, 349 Witch Hazel Avenue, Highveld Ext 79, Centurion, 0157, South Africa.

2. Purpose

- 2.1 ECIC requires a suitable service provider for provision of a three year outsourced services on the Enterprise and Supplier Development Programme of which the performance of the service provider will be reviewed annually. The Request for Information (RFI) process seeks to provide ECIC with current industry developments, pricing insights and other key characteristics that can be considered in identifying an appropriate service provider(s).
- 2.2 The purpose of this Request for Information is an information gathering and market-testing exercise, intended only to inform and assist the ECIC for further deliberation, budgeting and development of an optimal procurement strategy.
- 2.3 Potential suppliers who do not respond to this RFI **will not** be precluded from bidding in future open bid(s) issued by ECIC. Information provided in this RFI is for industry research only and will not be used to any respondent's advantage or disadvantage in future open RFIs.

3. Enquiries

- 3.1 All enquiries regarding this RFI must be sent in writing to the Head of Procurement on/or before **17 August 2021** to the following email address:

procurement@ecic.co.za

¹ Further information on the ECIC can be found at www.ecic.co.za

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- 3.2 All questions must reference specific paragraph numbers, where applicable.
- 3.3 ECIC will not entertain any enquiries regarding this bid sent to any other email address or received through any other means, except as instructed in paragraph 3.1.
- 3.4 All enquiries received by ECIC will be consolidated and responded to in one response, which will be published on the website of ECIC (www.ecic.co.za), next to the respective bid within three working days from the last day of enquiries.

4. Submission of the proposals

- 4.1 Responses must be clearly marked for ease of reference.
- 4.2 All responses must be submitted on PDF format on/or before the closing date and time to the following email address:

procurement@ecic.co.za

5. Right of cancellation

- 5.1 ECIC reserves the right to discontinue the RFI procedure at any stage and not continue with a Request for Proposal (RFP), Request for Bid (RFB) or Request for Quotation (RFQ). Responding to this RFI does not mean that the vendor will be requested to submit a formal RFP or RFB or RFQ.

6. Confidentiality

- 6.1 Any information relating to the submissions, through the process or otherwise shall be treated in strict confidence. In submitting a response, the responder agrees that it shall not be entitled to any information disclosed by another respondent to ECIC, which ECIC has determined to be of a confidential nature. The content and details of the evaluation of submissions will remain confidential to ECIC.

7. Protection of personal information

- 7.1 ECIC recognises that when the Bidder submit its proposal in response to this Request for Information, it will provide personal information, which ECIC will process for the sole purpose of the RFI. By submitting its proposal in responding to this Request for Information, the Bidder hereby provide its consent to the processing of its Personal Information by ECIC.
- 7.2 The following terms shall have the meaning ascribed to them:
 - 7.2.1 “**Personal Information**” shall bear the same meaning as ascribed to it under POPI;

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- 7.2.2 “**POPI**” means Protection of Personal Information Act, No. 4 of 2013;
- 7.2.3 “**Responsible Party**” shall bear the same meaning as ascribed to it under POPI;
- 7.2.4 “**bid**” means this Request for Information; and
- 7.2.5 “**bidder**” means a respondent to the Request for Information.
- 7.3 ECIC as the Responsible Party undertakes to:
 - 7.3.1 comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;
 - 7.3.2 treat all Personal Information strictly as defined within the parameters of POPI;
 - 7.3.3 process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, as permitted by law;
 - 7.3.4 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
 - 7.3.5 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
 - 7.3.6 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of bid or in fulfilment of any other lawful requirement.
- 7.4 ECIC will ensure that all reasonable measures are taken to:
 - 7.4.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 7.4.2 establish and maintain appropriate security safeguards against the identified risks;
 - 7.4.3 regularly verify that the security safeguards are effectively implemented;

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- 7.4.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 7.4.5 provide immediate notification to the Bidder if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Bidder where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 7.4.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the Bidder with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 7.4.7 provide immediate notification to the Bidder where the Bidder has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
 - 7.4.8 provide the Bidder, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose of the bid and any applicable law; and
 - 7.4.9 notify the Bidder, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the Bidder.
- 7.5 The Bidder has the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the ECIC to ensure compliance with the provisions of this paragraph 7.

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B. BID RULES

8. Completeness

- 8.1 Bidders must check number of pages submitted and ensure that there are no missing pages or information. ECIC shall not accept any liability for any missing pages or information.

9. Costs

- 9.1 ECIC shall in no manner be responsible for any costs incurred by the bidder in preparation and submission of response in relation to this bid.

10. Ownership of Proposals

- 10.1 All proposals in response to this bid, will become the property of ECIC.

11. Change in Scope

- 11.1 ECIC reserves the right to change the scope and extent of supply of the goods and/or services requested in this bid and invite the re-submission of such RFI on or before the closing date, without necessitating a new RFI.

12. Form of RFI

- 12.1 RFI documents must be completed by the bidder in non-erasable, legible and ²visible ink.
- 12.2 Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the prescribed formats. These schedules must be bound with a suitable contents page and submitted with the RFI documents.

13. Signing of RFI

- 13.1 The RFI must be signed by a person who is duly authorised to do so.

14. Jurisdiction

- 14.1 This bid and subsequent contract or order is governed by the laws of the Republic of South Africa.

15. Language

- 15.1 The RFI documents are drafted in English and any contract, which originates from the acceptance of the RFI, will be interpreted and construed in English.

² Visible to human eye.

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15.2 All proposals must be submitted in English language.

16. Gender

16.1 Any word implying any gender shall be interpreted to imply all other genders.

17. Headings

17.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

18. Confidentiality

18.1 Any information relating to the submissions, through the process or otherwise shall be treated in strict confidence. In submitting a response, a Service provider agrees that it shall not be entitled to any information disclosed by another respondent to ECIC, which ECIC has determined to be of a confidential nature. The content and details of the evaluation of submissions will remain confidential to ECIC.

19. Other matters

19.1 If the ECIC does not accept any proposal, it will declare this RFI process closed and may then elect to:

19.1.1 Proceed on a completely different basis; and/or

19.1.2 Not to appoint any respondent (in the event it deems all or any of the proposals not appropriate).

19.1.3 The ECIC reserves the right to engage in any processes required to validate all claims made in the proposal.

20. Disclaimer

20.1 The ECIC has produced this bid in good faith. However, the ECIC, its agents and its employees and associates, do not warrant its accuracy or completeness. The ECIC will not be liable for any claim whatsoever and howsoever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this bid due to any misinterpretation of this bid

20.2 This bid is a Request for Information only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the ECIC and the bidder.

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C. Request for Information

21. Background information

23.2 The ECIC Enterprise and Supplier Development (ESD) is part of the Corporate Social Responsibility programme which is mandated to render support to qualifying SMMEs (Exempted Micro Enterprise and Qualifying Small Enterprise as legislatively prescribed) with financial and non-financial support. The minimum qualifying criterion for prospective beneficiary requires at least 51% black owned entity(s) as defined in the DTIC BEE Codes of Good Practice.

23.3 ECIC currently outsources the management and implementation services of the ESD programme. ECIC is approaching the end of its current ESD tender contract, hence it plans to re-tender these services for another three year term.

22. Statement of need

23.4 ECIC requires current industry standard practices on the provision of outsourced services and management of the ESD programmes for a period of 3 years. The required industry insights should cover the following key areas;

22.1.1 Standard process approach in the review of the ESD strategy and policy.

22.1.2 Methodology applied in the Identification of strategic programmes/projects in line with the measured entity's transformation strategy.

22.1.3 Management of systems, processes, and administration in the ESD fund management and disbursement.

22.1.4 Methodology of an end to end monitoring, programme evaluation and reporting throughout the implementation period.

22.1.5 Tools or systems in ensuring critical project performance review and stakeholder engagement.

22.1.6 Shared best practice in the strategic identification and integration of the Socio-economic Development (SED) and Enterprise and Supplier Development (ESD) programmes to achieve the broader socio-economic impact.

22.1.7 Shared best practice in managing the expectations by the internal stakeholders (at various levels), e.g. communication, reporting and consultation.

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- 22.1.8 Share the expected capability to provide the advisory support service on applicable legislative compliance and policy formulation.
 - 22.1.9 Share legislative understanding of the government procurement legislative imperatives when procuring for/or on behalf of a state owned entity (i.e. have broader understanding of supply chain management or procurement processes in the public sector).
- 24 **B-BBEE Level**
- 24.2 Respondents to this RFI must indicate their B-BBEE (Broad-Based Economic Empowerment) Level in their response.

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Annexes

Annexure A: Entity and service offering information.

1. Please provide your firm's responses in a table format as set out below. Should your firm not provide the services questioned, indicate "N/A" in the response. You may provide additional information in your responses if the questions asked are limiting in nature.

Question	Response
Table 1 – Entity	
1. Name of entity.	
2. Inception date of the entity.	
3. B-BBEE level of the entity.	
4. Provide your corporation's experience in providing outsourced services on the management of the ESD programmes by providing the following:	
4.1. The company's years of experience in providing outsourced services on the management and administration of the ESD programmes.	
4.2. Number of clients for whom your company has been appointed to provide outsourced services on the	

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Question	Response
Table 1 – Entity	
management and administration of the ESD programmes.	
4.3. Highlight any competitive advantages your company has in providing outsourced services on the management and administration of the ESD programmes.	
5. Indicate if it is envisaged to utilise services of any subcontractor / Joint Venture in offering the required services. Provide the reasons for subcontracting.	
6. Provide any information that is required for this type of services that we might have missed.	

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Question	Response
Table 2 – Provision outsourced services on the management of ESD Programmes	
1. Provide details on your company's experience and service offerings in providing outsourced services on the management and administration of the ESD programmes.	
2. Does your entity provide the following services in outsourced services on the management of the (ESD) programmes of similar nature:	
2.1. Socio-Economic Development Programmes	
2.2. Enterprise and Supplier Development Programmes	
2.3. Monitoring & Evaluation and Impact Assessment	
2.4. B-BBEE programme(s)	
2.5. Small Micro and Medium Enterprises (SMMEs) Development	
3. Provide any information that is required for this type of services that we might have missed.	

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Annexure B: Pricing template

1. For pricing purposes, ECIC requires information on expected costs and such costs must include amongst others the items below.
2. Pricing schedule for proposed outsourcing services.

NB: Please highlight a clear distinction between once off costs and recurring costs.

Description	Once Off / Recurring	Year 1 (R)	Year 2 (R)	Year 3 (R)	Comment
M & E and Impact Assessment					
Policy Review					
Strategy Review					
Reporting					
Implementation plan					
SMME Viability Study - "SMME Readiness"					
SMME Application Screening Services					
Grants Management and administration					
Provision of Post-disbursement Business Development Support (Non-Financial Support)					
Project management fees / Retainer fee (Indicate if the amount is fixed or a budget percentage)					
Any other costs not					

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Description		Once Off / Recurring	Year 1 (R)	Year 2 (R)	Year 3 (R)	Comment
included above						
Subtotal						
Value Added Tax at 15%						
Total						

3. The information provided above will be utilised for budgeting and future ESD services sourcing (strategy) purposes only.