

REQUEST FOR QUOTATION (RFQ)

RFQ DESCRIPTION	SERVICE PROVIDER TO PROVIDE HEALTH & SAFETY TRAINING
RFQ NUMBER	RFQ/OPERATIONS/HSETRAINING/02/24
CLOSING DATE AND TIME	24 July 2024 @ 12h00PM
RFQ VALIDITY PERIOD	60 WORKING DAYS (FROM THE RFQ CLOSING DATE)

- Suppliers are invited to submit their quotations for the supply of the abovementioned services, according to the Terms of Reference and conditions, as outlined in this documentation.
- This quotation is subject to the General Conditions of Contract (GCC) and, where applicable, any other special conditions of contract.
- Kindly note that the quotations should be submitted as follows:
 - Via an electronic submission and be emailed to sngcobo@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 sngcobo@irba.co.za on or before **21 July 2024**.
- Suppliers must not have any links to an audit firm (or network firm) nor be an individual registered with the IRBA.
- Late quotations will not be accepted.

www.irba.co.za

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 ■ Postal PO Box 8237 Greenstone 1616 Johannesburg South Africa
 ■ Tel 010 496 0600 ■ Fax 086 482 3250 ■ E-mail board@irba.co.za

Independent Regulatory Board for Auditors. Established in terms of the Auditing Profession Act 26 of 2005 (as amended).

TERMS OF REFERENCE

SERVICE PROVIDER TO PROVIDE HEALTH & SAFETY TRAINING

The IRBA requires service providers to submit pricing with the minimum required specifications below.

1. BACKGROUND OF THE IRBA

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. SPECIFICATION

The IRBA requires a suitable service provider to provide Occupational Health and Safety training as per below specifications:

- a) Service provider to provide **classroom-based** training on Occupational Health & Safety. The purpose of the training is to have a full functional health and safety officer.
- b) **Number of Candidates:** One (1)
- c) Service provider should cover the below course context but not limited to:
 - (i) SAMTRAC
 - Introduction to SAMTRAC
 - SAMTRAC
 - (ii) Compliance Training
 - First Aid Training – Level 1
 - Health & Safety representatives
 - Hazard Identification and risk management
 - Basic Firefighting

- Emergency evacuation procedures
 - Incident Investigation Level 1 and Level 2 and Level 3
 - Health and Safety Representative Functions
- d) The training must be conducted in the general Johannesburg area, within a 50km radius of the IRBA's offices.
- e) **NB: SERVICE PROVIDERS SHOULD PROVIDE COURSE OUTLINE WITH THE PROPOSAL.**
- f) Service providers should quote each item as a separate line.
- g) Suppliers should clearly indicate the following, for each item, when bidding on the attached list:
- (i) The cost of the item (in Rands, inclusive of VAT).
 - (ii) The duration of each training session.
 - (iii) Available dates for each training session.

3. SERVICE PROVIDER MINIMUM REQUIREMENTS

3.1. Evaluation Criteria

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: Pricing & Specific Goals Evaluation

Proposals that are compliant with the first 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: 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

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; (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:

Specified Goals for Preferential Point System	Points Allocation Specified Goals
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
Total Points	20

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.

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

3.2. 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.
- c) Service providers must be fully compliant with the IRBA specifications; failure will result in disqualification.
- d) Bidders should have available stock and be able to deliver within the desired turnaround time. Failure to meet our delivery times will result in the order being automatically cancelled.
- e) Submission of completed SBD 4 and SBD 6.1 forms.

4. DISCLAIMER

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

5. 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.

6. QUOTATION SUBMISSION REQUIREMENTS

- 6.1. The IRBA requires only one (1) submission of the complete quotation documentation supporting the criteria as stated above to be emailed to sngcobo@irba.co.za.
- 6.2. All the documentation submitted in response to this Request for Quotation (RFQ) must be in English.
- 6.3. RFQ validity 60 Working days from closing date.

- 6.4. The service provider is responsible for all the costs that it shall incur related to the preparation and submission of the quotation document.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. In addition to presentations and discussions, the IRBA may request some or all service providers to:
- a) Conduct a site visit, if applicable;
 - b) provide references or additional information; and/or
 - c) make themselves available for panel interviews.

7. OTHER

Enquiries may be directed as follows:

SCM Enquiries

Simphiwe Ngcobo

Tel: +27 10 496 0600

E-mail address: sngcobo@irba.co.za

Technical Enquiries

Marius Fourie

Tel: +27 10 496 0600

E-mail address: mfourie@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.