

ENGINEERING COUNCIL OF SOUTH AFRICA		 <b>E C S A</b> <small>ENGINEERING COUNCIL OF SOUTH AFRICA</small>
REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO REVIEW THE CURRENT ORGANISATIONAL STRUCTURE, DESIGN AND DEVELOP NEW JOB PROFILES, CONDUCT JOB EVALUATION AND A SALARY BENCHMARKING EXERCISE FOR ECSA		
UNIQUE IDENTIFIER: ECSA/RFP04/2024	Date: 26 April 2024	

***(PRIVATE & CONFIDENTIAL)***

**REFERENCE NUMBER:** ECSA/RFP04/2024

**ISSUE DATE:** 26 April 2024

**SUBMISSION CLOSING/DUE DATE:** 17 May 2024 (Friday) Time: 12H00

**A VIRTUAL NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON 03 April 2024 AT 10 AM. TO JOIN THE MEETING, PLEASE EMAIL YOUR NAME, COMPANY REPRESENTED, AND EMAIL ADDRESS TO [ECSA-TENDERS@ECSA.CO.ZA](mailto:ECSA-TENDERS@ECSA.CO.ZA) BEFORE 14:00 ON 02 April 2024.**

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# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE CURRENT ORGANISATIONAL STRUCTURE, DESIGN AND DEVELOP OF NEW JOB PROFILES, CONDUCT JOB EVALUATION AND A SALARY BENCHMARKING EXERCISE FOR ECSA**

## **1. BACKGROUND**

The Engineering Council of South Africa (“ECSA”) is a statutory body established by section 2 of the Engineering Profession Act, Act 46 of 2000 (EPA). ECSA's primary role is the regulation of the engineering profession in terms of the EPA. Its core functions are the accreditation of engineering programmes, registration of persons as professionals and in specified categories, maintenance of registration through Continuing Professional Development (CPD), and the regulation of the conduct of registered persons.

### **1.1. The ECSA mandate**

ECSA operates within the ambit of the Built Environment Professions. ECSA is a creature of statute, with its mandate anchored in the EPA. The EPA mandates ECSA to, inter alia:

- i. Register engineering practitioners in Council-approved Categories;
- ii. Determine and impose fees and charges, including registration fees, application fees, annual fees, and appeal fees;
- iii. Conduct accreditation visits to education institutions and to grant, refuse or withdraw programme accreditation;
- iv. Establish mechanisms and minimum standards for, amongst others, registration.

To achieve these objectives ECSA must have the internal capabilities and competencies and attract and retain skills and motivated employees.

## **2. PURPOSE AND OBJECTIVES OF THE BID**

The Human Capital Strategic Plan is designed to expand and strengthen the Human Resources Unit's annual goal setting and planning and reflects a comprehensive approach to developing and sustaining a human resources organization that values employees. ECSA would like to improve the HR Systems, policies, and processes so that employees are empowered and aligned with the strategic objectives of ECSA. It is also ECSA's vision to become an Employer of Choice.

To improve efficiency and effectiveness by attracting, selecting, recruiting, developing, managing, planning, and retaining best talent, ECSA requires the services of a suitably qualified partner to:

1. Review the current organisational structure,
2. Design and develop new job profiles,
3. Conduct job evaluation,
4. Conduct a salary benchmarking exercise for ECSA,
5. Develop a Remuneration Framework

### **The objectives of this project are:**

- To ensure an equitable salaries structure within ECSA.
- To ensure ECSA pays its employees competitively.
- To ensure compliance with best practices.
- To ensure parity in similar jobs.

- To strive to retain and develop critical skills.

## **2.1 Review of the Organizational Structure**

What informs the necessity for a review of the current ECSA Organisational Structure is the adoption of the ECSA Renewal for Growth Strategy. To grow, a business needs to evolve and change, and a tailored, methodical, informed approach, with a close examination of redesign criteria and challenged biases, works best. Getting the ECSA organisational structure right means going beyond the norm and thinking more broadly and factoring in the wider structure, process, and people elements that make up a redesign. Lastly, a crucial part of any organisational design is having metrics that will support growth, monitor changes and map ECSA's progress.

## **2.2 Design and develop new job profiles.**

Changes to the organization usually focus on roles, rather than people. To avoid internal competition for the same talented staff, that can affect the operations and function of the organisation, appropriate job profiles can create a way for experienced employees to be used across several departments, sharing responsibilities. Not only will it ensure transparency and fairness in operations but also enhance the management of employees, projects, and performance targets.

An updated organizational structure and updated job profiles for all positions are requirements for any job evaluation exercise.

## **2.3 Job evaluation**

The classification of jobs according to a job grading system such as Paterson, which is used in ECSA, is to measure jobs according to their content and to establish comparative worth between jobs. Job evaluation clarifies the lines of reporting and levels of authority, helps to determine fair remuneration structures, assist with Employment Equity and Skills Development as the organization will be able to classifying employees correctly according to occupational levels as required by the Employment Equity Act and Skills Development Act, facilitates the career development/succession planning process in the organisation by mapping out the different levels in the organisation as per the job evaluation system, and clearly shows progression through these organisational levels.

## **2.4 Salary benchmarking**

Salaries represent the largest single expense line item in ECSA. Performing salary benchmarking will allow ECSA to both control that expense and compensate employees fairly to minimize attrition. Salary benchmarking compares one company's job profiles and pay ranges to most similar jobs in other similar organisations/companies. The process shows the average or market salary for each job and allows for needed adjustments, using that data, where necessary. As salary is only one element of compensation, overall compensation may include employer contributions to retirement or other saving plans, paid insurance, paid time off. It thus becomes important to look at a salary benchmark as one key element in an overall compensation picture for a given job.

## **2.5 Develop a Remuneration Framework**

### 3. CHECKLIST OF RETURNABLE DOCUMENTS AND ATTACHMENTS

**Please adhere to the following instructions**

- i. Tick in the relevant block below, the documents and schedules that form part of your response.
- ii. Ensure that the documents are completed and signed where applicable.
- iii. Use the prescribed sequence in attaching the annexes that complete the Bid Document
- iv. Should all of these documents not be included or any part of the bid document not duly-completed, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness.
- v. Please index and paginate your bid documentation.

Checklist- the bid / request for quotation returnable documents and attachments

Item	Tick
Invitation to Bid	
Company Profile	
CIPC certificate	
CVs and proof of qualifications of the proposed team members	
Reference letters from companies where similar work was executed and completed	
Proposal incorporating requirements set out in paragraphs 7.2	
A valid BBBEE certificate issued in accordance with SANAS` requirements	
A valid tax clearance certificate	
Pricing Schedule – Firm Prices	
Bidder`s Disclosure Form Declaration of Interest form	
Joint Venture Agreement in case of a Joint Venture	
Proof of banking	
Joint venture agreement (If applicable)	

### 4. SCOPE OF THE PROJECT

#### 4.1 KEY DELIVERABLES / EXPECTED RESULTS AND ACTIVITIES

The key deliverables of the project will include:

- 4.1.1 Review the current organisational structure
  - Review the current Organisational Structure for approval by EXCO
- 4.1.2 Design and develop new job profiles
  - Review, design, and develop new job profiles to enhance recruitment & selection, performance management, succession planning and reward.
- 4.1.3 Conduct job evaluation
  - Evaluate or grade all jobs in the structure.
- 4.1.4 A salary benchmarking exercise for ECSA.
  - Conduct salary benchmark and report to ensure market parity and equity
  - Develop a Remuneration Framework.
  - Develop a Succession Plan for selected positions and
  - Develop Competency Framework for ECSA.

#### 4.1.5 Develop a Remuneration Framework

- Review the ECSA remuneration governance system, purpose, strategy, and commitment to appropriately and consistently managing remuneration matters
- Review ECSA policies, procedures, incentive plan rules and controls are needed for overall good governance.

## 5. CONTRACT DURATION

The appointed service provider will be required to start immediately, after signing the contract. The envisaged contract period is for three (3) months.

## 6. EVALUATION AND SELECTION CRITERIA

6.1 ECSA has set minimum standards that prospective suppliers must meet in order to be evaluated and selected as a successful supplier. The received proposals will be evaluated in different phases in order to arrive at the final phase of the award, and the phases will be as follows:

- 6.1.1 Administrative Criteria (Phase 1) - Prospective suppliers (s) must submit all required minimum and mandatory documents.
- 6.1.2 Technical Evaluation Criteria (Phase 2) - The proposed resource(s) must meet the minimum functionality points as outlined. - Prospective suppliers (s) will be evaluated out of one hundred (100) points during Technical Evaluations and the minimum threshold of seventy (70) must be achieved.
- 6.1.3 Price and BBB-EE evaluation Criteria (Phase 3)

## 7. MINIMUM ADMINISTRATIVE REQUIREMENTS – PHASES

### 7.1. Minimum Screening Requirements (Phase 1):

*Note: In this phase all proposals received will be verified for compliance and completeness of the submitted documents per the below set of mandatory requirements. Prospective suppliers who fail to comply with the below requirements may be eliminated and prospective suppliers who comply with the below will progress to the next phase of technical evaluation.*

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated, and signed in ink.
- Invitation to Bid (SBD 1) must be fully completed.
- Company Profile
- CIPC
- Proposal incorporating requirements as set out in paragraph 7.2 below.
- CVs and proof of qualifications of the proposed team members
- Reference letters from companies where similar work was executed and completed
- Tax clearance certificate
- Submission of duly completed SBD 4 (Bidder`s disclosure),
- A valid certified B-BBEE Status Level Verification Certificate or sworn affidavit
- Proof of banking
- Joint venture agreement (If applicable)
- Pricing Schedule

## 7.2 Technical evaluation point allocation (Phase 2):

Only prospective supplier(s) that have met the Administrative Criteria in Phase 1 will be evaluated in Phase 2. Technical Evaluation will be out of 100 points.

Prospective supplier(s) that achieve a minimum threshold of 70 points out of 100 points for technical capabilities for each category will proceed to Phase 3.

The allocation of points for technical evaluation is set out in the Table below:

No	Description	Max Points
1	<p><b>Bidder's Experience:</b>            Bidders must have experience of in-depth technical exposure in job profiling and job grading, conducting remuneration benchmark and remuneration framework design to organizations of similar or related size, industry, and complexity:            Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Above 10 years = 15</li> <li>• 7-9 years = 10</li> <li>• 5-6 years = 5</li> <li>• 3-4 years = 2</li> <li>• below 3 years = 0</li> </ul>	15
2	<p><b>Project Team Lead/Manager and Project staff:</b></p> <p>The key members of the project team must have proven record of delivery on same/most of these services to organizations of similar or related size, industry, and complexity. The proposed Project Manager must have previously managed and implemented at least five projects of this nature, the key project team members must have also worked on a project of similar scope and complexity within the last three years.</p> <p>Please submit CVs of the Project Team Lead/Manager, project team members who will be subject matter experts working on this project.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Project team lead have worked on at least five projects of similar nature = 15</li> <li>• Project team lead have worked on at least three to four projects of similar nature= 10</li> <li>• Project team lead have worked on less than three projects of similar nature= 0</li> <li>• project team members have worked on projects of a similar nature in organizations of a similar nature or related size in the last three years = 15</li> <li>• project team members have worked on projects of a similar nature in organizations of a similar nature or related size in the last three years = 10</li> <li>• If either the Project team lead or project team members have never worked on projects of a similar nature = 0</li> </ul>	30

3	<p><b>Methodology and Approach:</b></p> <p>The bidder must demonstrate an understanding of the project objectives, scope of work and deliverables. The bidder must provide the detailed project plan approach document clarifying the implementation approach and specify the below:</p> <ul style="list-style-type: none"> <li>• Work breakdown structure</li> <li>• Milestones</li> <li>• Duration</li> <li>• Resource allocation to tasks</li> <li>• Project phases</li> </ul> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Bidder demonstrates understanding of the project deliverables as set out above and provided a practical project plan and management strategies above expectation = 40</li> <li>• Bidder demonstrates limited understanding of the project deliverables and provided a practical project plan and management strategies =20</li> <li>• Project approach not submitted = 0</li> </ul>	40
4	<p><b>Reference Letters:</b></p> <p>The bidder must provide reference letters from clients where they have executed similar projects. Signed letters must be on the client’s letterhead and include a contactable telephone number and ECSA will contact these companies for reference. Letters must not be older than 4 years.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• 3 letters = 15</li> <li>• 2 letters =10</li> <li>• 1 letter = 5</li> </ul> <p>NB: Reference checks may be conducted on any bidder.</p>	15
<b>TOTAL</b>		<b>100</b>

### 7.3 PRICE AND B-BBEE EVALUATION (PHASE 3):

- **Stage 1 – Price Evaluation**
  - Prospective suppliers must clearly indicate their respective proposed tariffs on the pricing model attached as annexure C.
  
- **Stage 2 - B-BBEE Evaluation**
  - ECSA is committed to encouraging black economic empowerment through providing opportunities to historically disadvantaged individuals.
  - B-BBEE points may be allocated to prospective suppliers on submission of the following documentation or evidence:
    - A valid B-BBEE Certificate or sworn affidavit.



## **8. LIABILITY**

The successful prospective supplier shall be liable to ECSA for any direct damages and/or losses incurred by ECSA due to failure by the prospective supplier to perform its obligations in the manner required by the Service Level Agreement signed by the parties.

The successful prospective supplier shall further be liable to ECSA for all indirect and consequential or special damages and/or losses suffered by ECSA as a result of gross negligence, willful misconduct, a breach of confidentiality provisions stipulated in the signed Service Level Agreement between the parties, breach of applicable laws, infringement of a third party's intellectual property rights, or a criminal act committed by the prospective supplier or any employees of the prospective supplier .

## **9. PROSPECTIVE SUPPLIER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS**

This document contains the terms and conditions of this bid and prospective suppliers must not modify / qualify the specifications or come up with their own terms and conditions. ECSA reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

## **10. PREPARATION COSTS**

The prospective supplier will bear all its costs in preparing, submitting, and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the prospective suppliers in the preparation of their response to this bid.

## **11. INDEMNITY**

If a prospective supplier breaches the conditions of this bid and, as a result of that breach, ECSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the prospective supplier indemnifies and holds ECSA harmless from any and all such costs which ECSA may incur and for any damages or losses ECSA may suffer.

## **12. LIMITATION OF LIABILITY**

A prospective supplier participates in this bid process entirely at its own risk and cost. ECSA shall not be liable to compensate a prospective supplier on any grounds whatsoever for any costs incurred or any damages suffered as a result of the prospective supplier's participation in this bid process.

## **13. TAX COMPLIANCE**

No bid shall be awarded to a prospective supplier whose tax affairs are not in order. ECSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful prospective supplier in the event that it is established that such prospective supplier was in fact not tax compliant at the time of the award. ECSA further reserves the right to cancel a contract with a successful prospective supplier

in the event that such prospective supplier does not remain tax compliant for the full term of the contract.

#### **14. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a prospective supplier's submission will be disclosed by any bidder or other person not officially involved with ECSA's examination and evaluation of a tender/ bid.

Throughout this bid process and thereafter, prospective suppliers must secure ECSA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a prospective supplier will be disclosed to a prospective supplier or any other person not officially involved with such process.

#### **15. INTELLECTUAL PROPERTY**

ECSA retains ownership of all Intellectual Property rights in the bid/ tender information documents that form part of this RFP. Prospective suppliers will retain the Intellectual Property rights in their bid/ tender responses, but grant ECSA the right to make copies of, alter, modify, or adapt their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

#### **16. TERMS & CONDITIONS OF THE APPLICATION**

- ECSA reserves the right without furnishing any reasons whatsoever, to cancel, withdraw or re-advertise, or to appoint or not to appoint any of the Legal Service Provider.
- ECSA may request clarification or further information regarding any aspect of the prospective supplier. The prospective supplier must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the prospective supplier may be disqualified.
- The Bid and supporting documents shall be submitted strictly in accordance with the instructions given in these ToR's.
- All prices quoted must be VAT inclusive. ECSA will not provide upfront payments.

#### **17. BID SUBMISSION**

The Bid/ proposal must be emailed to [ECSA-TENDERS@ECSA.CO.ZA](mailto:ECSA-TENDERS@ECSA.CO.ZA) by no later than **12H00** on **17 May 2024**.

- Do not send submissions to email addresses other than [ecsa-tenders@ecsa.co.za](mailto:ecsa-tenders@ecsa.co.za)
- The completed bid must be attached to the email, any text included in the body will not be evaluated.

- The email subject should clearly indicate the name of the service provider and the bid reference number. If amending a submission, the title of the email should also include the word amendment.
- Example: Company ABC, ECSARFP04/2024
- If the submission is larger than 20 MB, please zip the folder to reduce size, and or submit in parts referencing each submission accordingly.
- Where a response is not submitted at the time of the bid closing date, such submission will not be evaluated.
- Submissions must be made in PDF format only; no editable documents will be accepted.
- PDF documents submitted must not be protected.
- Failure to adhere to the above submission rules may lead to disqualification.

ECSA is entitled to amend any application condition, validity period, specification, or extend the return date of such an application before the closing date. All applicants to whom the application documents have been issued will be advised in writing of such amendment or of extensions, promptly.

## **18. RETENTION OF APPLICATIONS**

All applications submitted shall become the property of ECSA. ECSA will make all reasonable efforts to maintain applications in confidence. Proprietary information should be identified in each application.

## **19. CANCELLATION AND RE-INVITATION OF BIDS**

The decision to cancel a bid will be published in the same media in which the original bid invitation was advertised.

## **20. VENDOR COMMUNICATIONS**

During the application period, communications between applicants and ECSA will only be in writing through email for any queries and questions. All communications, correspondence, documentation, manuals, applications, presentations, demonstrations etc., must be in English.

All questions concerning the Application must refer to the Application page number, section, and paragraph. All questions and correspondence must only be directed to the authorized ECSA Application Representatives, listed below:

### **20.1 General Enquiries:**

Supply Chain Management: Ms. Nthabiseng Somoro

Telephone number: (011) 607 9534

Email address: [nthabiseng@ecsa.co.za](mailto:nthabiseng@ecsa.co.za)