



**TERMS OF REFERENCE
BID – PROJ/IT/2021/22/03**

**PROVISION OF ICT LICENSES AND SUBSCRIPTIONS FOR A
PERIOD OF THREE (3) YEARS FOR INSETA**

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 to 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 The objective of this request is to appoint an experienced service provider for the **Provision of ICT Licenses and Subscriptions for period of three (3) years for INSETA.**

2. SITUATION ANALYSIS

The INSETA current ICT licenses infrastructure is as follows:

2.1 Microsoft Licenses & Subscriptions

- 2.1.1 MS 365 A5 - Quantity 100
2.1.2 MS Visio Professional - 5
2.1.3 MS Project Professional - 5
2.1.4 MS Windows Server Standard - 5
2.1.5 INSETA has valid contract for a period of one (1) year – therefore this portion of the scope of work will be applicable for two (2) years.

2.2 Mimecast Email Security

- 2.2.1 Mimecast M2A – 80
2.2.2 INSETA has valid contract ending February 2022.

2.3 Tableau Creator

- 2.3.1 Tableau creator license - 2
2.3.2 INSETA has valid contract ending March 2022

2.4 CIBECS Endpoint Protection Cloud

- 2.4.1 Cibecs endpoint cloud – 100
2.4.2 INSETA has valid contract ending February 2022.

2.5 FortiGate Subscriptions

- 2.5.1 360 Protection bundle – 1 that covers 100 endpoints
2.5.2 INSETA has valid contract ending February 2022.

2.6 Microsoft Azure Subscriptions

- 2.6.1 Storage
2.6.2 Backup
2.6.3 Site Recovery

3. SCOPE OF WORK

Bidders are required to provide the following as per the list below: (bidders to note situation analysis stated above for compliance purposes and cost-effective pricing proposal)

NO.	DESCRIPTION OF LICENSES & SUBSCRIPTIONS	
3.1	Microsoft Licenses & Subscriptions	
	Description	Quantity
	MS 365 A5	130
	MS Visio Plan 2 - MS 365	10
	MS Project Plan 3 - MS 365	10
	MS Windows Server Standard	3
	Privacy management	1 (for activation)
3.2	Mimecast Email Security	
	Description	Quantity
	Mimecast M2A	130
	LCS - Bronze	1
	Sync & recover for MS 365	130
	Mimecast AT 1 Mime OS	130
3.3	Tableau Creator	
	Description	Quantity
	Creator - Desktop & Prep	5
	Creator - Server	1
3.4	CIBECs Endpoint Protection Cloud	
	Description	Quantity
	Cibecs endpoint cloud	130
3.5	FortiGate Subscriptions	
	Description	Quantity
	360 Protection bundle	1
	FortiClient EMS	130

3.6 Provision of Microsoft Azure Subscriptions

- 3.6.1 Azure Backup
- 3.6.2 Azure Site Recovery
- 3.6.3 Azure DevOps
- 3.6.4 Application Gateway
- 3.6.5 Azure Key VAULT
- 3.6.6 Azure Sentinel



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4. DELIVERABLES

- 4.1 The potential bidder will be appointed to supply software licenses and subscriptions for the duration of the contract.

5. TIMEFRAMES

- 5.1 The duration of the contract will be for period of **three (3) of years.**

6. CONTRACTUAL OBLIGATION

- 6.1 All prices indicated in the pricing schedule must remain fixed (total cost) indicating applicable increases and or discounts for the duration of the contract – **up to 4% increase to be applied annually.**
- 6.2 The service provider's quotation must also provide sufficient detail in terms of various cost items such as total "man" hours and daily rates and or quotation in applicable currency (*South African Rand*) (*where applicable*)
- 6.3 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 6.4 **Bidder will be subjected to annual review in terms of measuring satisfactory performance.**

7. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 7.1 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 is in place.
- 7.2 The Contract site is at **INSETA (as and when required).**

8. WORKMEN AND SUPERVISION ON SITE

- 8.1 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.



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9. PREQUALIFICATION CRITERIA (Phase 1)

- 9.1 Bidder must provide proof (BBBEE Certificate accredited by SANAS only or Department of Trade Industry (DTI) Sworn Affidavit template) **and must be** an EME or QSE **only (level 1 or level 2 BBBEE contributor)** status will be considered (**no generic companies will be considered**)
- 9.2 If bidder submits Joint Venture or Consortium proposal, they must provide a consolidated **BBBEE Certificate level 1 or level 2 BBBEE contributor (bidders must comply with the rules set out in 12 of the terms of reference)**

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

10. MANDATORY CRITERIA (Phase 2)

- 10.1 Proof of registration on CSD (**Central Supplier Database**), full CSD report must be attached.

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

11. EVALUATION CRITERIA

- 11.1 Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criterion is designed to reflect the INSETA's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.

11.2 Functional Evaluation threshold (Phase 3)

- 11.2.1 The tender submission will be functionally evaluated out of a **minimum of 70 points – any bidder who scores less than 70** will not be considered for further evaluation, **maximum score is 100.**

Bidders who comply with the Phase 3 will be evaluated in terms of Price and BBBEE Preference Point system (**Phase 3**)



11.3 Functional Evaluation Criteria Phase 3:

Evaluation Area	Functional Criteria	Max Points
Proof of authority to distribute or resell licenses and subscriptions	<p>The bidder(s) must submit proof of authority from the OSD to distribute (where applicable) within South Africa (the proof of authority must be a letter from the OSD)</p> <p>or</p> <p>The bidder(s) must provide the evidence (the evidence must be a letter from the distributor giving reseller rights to the reseller) from an authorised distributor to resell within South Africa.</p> <p>Distributor or reseller letter must be for the following subscriptions and licenses:</p> <ul style="list-style-type: none"> - Microsoft Licenses & Subscriptions - Mimecast Email Security - Tableau Creator - CIBECS Endpoint Protection Cloud - FortiGate Subscriptions - Microsoft Azure <p>Total applicable points = 60 points</p> <p>Noncompliance of the above = 0 points</p>	60
References	<p>Bidders to provide a list of references where licences were supplied:</p> <p>The list must comprise of the following:</p> <ul style="list-style-type: none"> - Name of client - Nature of licenses (compliant to section 3 of the terms of reference) - Referee name, position, contactable email, contactable phone number, • A minimum of 3 references (<i>compliant to the above requirements</i>) = 10 points • Above 3 references (<i>compliant to the above requirements</i>) = 40 points <p>(INSETA reserves the right to conduct due diligence against references provided)</p> <p>Noncompliance with the minimum of the above = 0 points</p>	40
TOTAL		100

11.3.1 Bidders who obtained less than the minimum threshold of **70 points** will be declared non-responsive and therefore will not be eligible for **evaluation of BBBEE & Price Preference**.



11.4 Phase 3: Preference Evaluation

11.4.1 BBBEE and Price

As the tender **price is estimated to between R 30 000,00 and R50 million (including all applicable taxes)**, the tender responses will be evaluated on the **80/20**-point system.

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 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 BBBEE, the successful bid must be the one scoring the highest number of preference points for BBBEE - in terms of PPPFA Regulation 2017 – Section 11 (1) & (2)
- 12.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for BBBEE, the successful bid must be the one scoring the highest score for functionality.
- 12.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

13. POINTS AWARDED FOR PRICE AND BBBEE PREFERENCE POINT

The **80/20** preference point system

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

14. B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status Level of contributor	Number of points 80/20 system
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14.1 Bidders who qualify as EME's and QSE's in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.

14.2 Bidders other than EME's or QSE's must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by SANAS.

14.3 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.

14.4 Consortium

14.4.1. 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.

14.4.2. 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 endeavour, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.

14.4.3. 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 a RFQ/Bid process is such that the lead partner is identified and the following requirements are required as follows:

a) Lead Partner

- All administrative documents (consortium agreement between the lead partner and the partner)

- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfils the requirements of the bid through combination of skills)

b) Partner

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4 Declaration of interest.
- SBD 8 Past supply chain.

14.4.4. 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 status in order to align with the BBBEE status level 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.

14.4.5. Of importance is that in a consortium, each individual team members retain their identities.

14.5 A joint venture

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

14.6 Unincorporated joint venture:

14.6.1. 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

- a) SBD 4.
- b) SBD 6.
- c) SBD 8.
- d) SBD 9.
- e) Tax pin
- f) CSD registration.
- g) The JV agreement will direct which bank account of the two entities will be used.
- h) Consolidated Joint BBBEE Certificate.

14.7 Incorporated joint venture

14.7.1. This 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 complete by the entity/ company the name of the joint venture, and the following will be required amongst others

- a) SBD 4.

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- b) SBD 6.
- c) SBD 8.
- d) SBD 9.
- e) Tax pin
- f) CSD registration.
- g) The JV agreement will direct which bank account of the two entities will be used.
- h) Consolidated Joint BBBEE Certificate.

14.7.2. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

14.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

15. COMMUNICATION

15.1 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 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**.

16. CONDITIONS TO BE OBSERVED WHEN BIDDING

16.1 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 which 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 **120 days** from the closing date of the BID Enquiry.

INSETA reserves the right to:

16.2 Not evaluate and award a bid that do not comply strictly with this BID document.

16.3 Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in

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the terms of reference.

- 16.4** 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.
- 16.5** Cancel this BID at any time as prescribed in the PPPFA regulation.
- 16.6** 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.

17. Cost of Bidding

- 17.1** The bidder shall bear all costs and expenses associated with 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.

18 Note to Bidders:

- 18.1** Due diligence to be conducted by INSETA prior to the award of the contract.

END OF TERMS OF THE BID DOCUMENT