



inseta

INSURANCE SECTOR EDUCATION
AND TRAINING AUTHORITY

EMPOWERED TO **INFLUENCE** AND **INSPIRE!**

TERMS OF REFERENCE

BID NUMBER: TENDER-INS/2023/2024/0005

DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER IT HARDWARE EQUIPMENT AND IT PERIPHERALS TO INSETA ON AN ADHOC BASIS FOR THREE (3) YEARS

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 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 **Insurance Sector Education and Training Authority (INSETA)** has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

2. PURPOSE

- 2.1 The objective of this request is to appoint a panel of professional and accredited service providers to supply and deliver IT hardware equipment, and IT peripherals for **INSETA** (on an ad-hoc basis) **for a period of three (3) years**.
- 2.2 INSETA reserves the right to appoint a maximum of 5 service providers against the services as mentioned above. The top-ranked 5 service providers that reach a 70- or above minimum point threshold on functionality, score high in terms of price, and specific goals form part of the panel.

3. SCOPE OF WORK – DELIVERABLES

- 3.1 The bidder must be able to supply and deliver IT hardware equipment and IT peripherals for INSETA including but not limited to the following listed items (**Note the items must have a three (3) year warranty**).
- 3.2 IT hardware equipment:
- 3.2.1. Laptops/notebooks.
 - 3.2.2 Apple MacBooks.
 - 3.2.3 Apple iPads.
 - 3.2.2. Firewall Devices.
 - 3.2.3. Wireless Devices (APs – (Access Points))
 - 3.2.4. Desktop Printers.
 - 3.2.5. Computer Monitors

3.2 IT Peripherals:

- 3.2.1 AC Adaptors / Laptop Chargers.
- 3.2.2 Laptop batteries.
- 3.2.3 Security locks.
- 3.2.4 Laptop bags
- 3.2.5 Mouse; and pad
- 3.2.6 MICROSOFT Teams Certified USB headphones.

3.3 DETAILS, ITEMS AND DESCRIPTION

LAPTOPS
ITEMS DESCRIPTION AND SPECIFICATION
i7 Laptop / 14-inch or equivalent
i7 Processor Gen 12 or the latest
14 Inch FHD display (touch)
16 GB DDR Memory
1 TB Solid State Drive
Wi-Fi and Bluetooth
4G LTE (Cellular) or latest
3-year next business day onsite pro-warranty
Windows 11 Professional

LAPTOPS
ITEMS DESCRIPTION AND SPECIFICATION
i5 Laptop/14 Inch. or equivalent
i5 Processor Gen 12 or the latest
14-inch FHD display (Touch)
8 GB DDR Memory
512GB Solid State Drive
Wi-Fi and Bluetooth
4G LTE (Cellular) or latest
3-year next business day onsite pro-warranty
Windows 11 Professional

Apple MacBook
ITEMS DESCRIPTION AND SPECIFICATION
Apple MacBook Air 13-inch
Apple M2 chip
Liquid Retina display
8GB
512GB Solid State Drive
Wi-Fi and Bluetooth
3-year next business day onsite pro-warranty
MacOS Sonoma

Apple iPads
ITEMS DESCRIPTION AND SPECIFICATION
Apple iPad Pro 11-inch
Apple M2 chip
Liquid Retina display
8GB
256 GB Storage
Wi-Fi, Nano-SIM, and e-SIM, and Bluetooth
Apple Pencil
Apple Smart Keyboard Folio
3-year next business day onsite pro-warranty
iPad OS 17

Firewall
ITEMS DESCRIPTION AND SPECIFICATION
FortiGate 200F or equivalent
5-Year 360 Protection bundle or equivalent

Wireless Devices (APs)
ITEMS DESCRIPTION AND SPECIFICATION
Aruba 225 Aps or equivalent

Desktop Printers
ITEMS DESCRIPTION AND SPECIFICATION
HP Color LaserJet Pro M255dw Colour A4 Laser Printer or Equivalent

Monitors
ITEMS DESCRIPTION AND SPECIFICATION
24 Inch Monitors
24 Inch monitor (1920 * 1080) Anti-Glare LED-backlit HDMI

Peripherals

AC Adaptors / Laptop Chargers.
Dell Inspiron 5491 2n1
Dell Inspiron 5406 2n1
Dell Inspiron 5379
Dell Inspiron 14 7420 2-in-1
Dell Inspiron 14 5410 2-in-1
HP ENVY x360 Convertible 15-cn0xxx
HP EliteBook 820 G3

Laptop batteries
ITEMS DESCRIPTION AND SPECIFICATION
Dell Inspiron 5491 2n1
Dell Inspiron 5406 2n1
Dell Inspiron 5379
Dell Inspiron 14 7420 2-in-1
Dell Inspiron 14 5410 2-in-1
HP ENVY x360 Convertible 15-cn0xxx
HP EliteBook 820 G3

Security locks ITEMS DESCRIPTION AND SPECIFICATION
Security locks
Sport Rolling 15-15.6" Laptop Backpack or equivalent (Black colour)
14-15.6" Backpack Case or equivalent (Black colour)
Mobile VIP 15.6" Roller or equivalent (Black colour)
14-15.6" Top Loader Case or equivalent (Black colour)

Mouse ITEMS DESCRIPTION AND SPECIFICATION	
Sensor	technology - Precision Optical Tracking DPI (Min/Max): 1000±
Connectivity	Connection Type: Bluetooth
Operating system	Compatible with Windows Professional
Warranty	2-year limited hardware
Mouse Pads	

4. LISTED ITEMS DESCRIPTIONS

- 4.1** *The above listed items are projections based on the current trends and they may change during the tenure of the contract. The items are meant for illustration purposes to assist the bidders in the preparation of their proposals, though not limited to only the below, and at contracting INSETA reserves the right to request items outside of this scope.*

5. GUIDELINES FOR PANEL FRAMEWORK

- 5.1** Only service providers that reach the 70 points minimum threshold on functionality, are eligible to be evaluated on price and specific goals. (except for lawful pass-over). The Service Provider panel will be comprised of the top 5 bidders post the scoring process. , (except for lawful pass-over)
- 5.2** The allocation/briefing/contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM) in consultation with the IT division.
- 5.3** Service providers on the panel are not guaranteed any specific work assignments during the tenure of this contract – work will be allocated on a competitive basis amongst the Service Provider Panel Members.

6. TIMEFRAMES

EMPOWERED TO *INFLUENCE* AND *INSPIRE!*

- 6.1 The duration of the contract will be for a period of three (3) years, (on an ad-hoc basis).
- 6.2 The expected turnaround time for supply and delivery of IT hardware equipment and IT peripherals, must not exceed 30 days.

7. CONTRACTUAL OBLIGATION

- 7.1 Bidders to fully complete SBD 3.1 including all applicable costs including VAT, with a fixed total price including all applicable licenses or warrants and maintenance and support.
- 7.2 For each service required, the service provider will be required to issue the written quotation and, upon award will be required to accept the purchase order.
- 7.3 Bidder is required to submit compliance BBEE Certificate (accredited by SANAS) or DTI Sworn affidavit as well as tax compliance status upon purchase order.
- 7.4 In the case of the service provider using sub-contractors, the former will be responsible for ensuring the delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 7.5 Bidder will be subjected to an annual review in terms of measuring satisfactory performance.
- 7.6 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 7.7 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as the application of regulations and prescripts. Bidders are also required to take all reasonable steps to protect the information, in line with the provisions of the POPIA 4 of 2014.

8. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 8.1 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 in place.
- 8.2 The Contract site is at INSETA (as and when required).

9. WORKMEN AND SUPERVISION ON-SITE

- 9.1 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.

EMPOWERED TO **INFLUENCE** AND **INSPIRE!**

10. EVALUATION CRITERIA

10.1 Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria are designed to reflect:

10.1.1 INSETA's requirements in terms of identifying a suitable service provider and ensuring the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.

11. ADMINISTRATIVE CRITERIA (Phase 0)

11.1 The Standard Bid Document (SBD 4, SBD 6.1, and SBD 3.1) forms as an annexure to this BID must be fully completed and signed by the authorized company representative.

11.2 Proof of registration on full CSD report (**Central Supplier Database**).

Note: All bidders are required to comply by fully completing the Standard Bid Documents.

12. MANDATORY CRITERIA (Phase 1)

12.1 The bidder or its distributor must be a registered/ accredited Partner of the Original Equipment Manufacturer (OEM) of the hardware. The bidder must, therefore, attach proof in the form of a letter from OEM confirming one of the following:

12.1.1 That the bidder is a registered partner/reseller; or

12.1.2 The bidder must attach a letter from their distributor confirming that the bidder is registered under the distributor to provide the Original Equipment Manufacturer (OEM) hardware and further attach a letter from the OEM which confirms that the distributor is a registered partner/reseller.

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

13. FUNCTIONAL EVALUATION CRITERIA (Phase 2)

13.1 The tender submission will be functionally evaluated out of a **minimum of 70 points for the paper-based evaluation– any bidder who scores less than a minimum of 70 points** will not be considered for further evaluation. **The bidder who as per threshold and above will be evaluated in terms of Price and Specific Goals.**

Category	Description	Weight
<p>Bidders Experience: Bidder’s proven competency in supplying and delivery of ICT Hardware Equipment and IT Peripherals.</p> <p>Note: Reference Letters must be from different clients, Should the submitted reference letters emanate from the same client, the submission will be scored as one submission.</p>	<p>Bidder must provide Reference letters with Purchase Orders/ Appointment letters aligning to the submitted reference letters, from at least three (3) contactable and existing clients, <i>(note: all reference letters, Purchase Orders/Appointment Letters must be within 3 years before the closing date of this tender)</i> rendering services for supply and delivery of the ICT Hardware Equipment and IT Peripherals. <i>(The reference letter must be signed, and dated, on the company letterhead of the referee and must have a contactable email address and telephone)</i></p> <p>- Submitted 3 Reference letters with Purchase Order/ Appointment letters aligning to the submitted reference letters, from existing clients (within 3 years before the closing date of the tender) = 35 points</p> <p>Non-compliance with the requirements points = 0 points</p> <p>INSETA reserves the right to conduct due diligence in terms of the reference letters submitted.</p>	35

Board Members: Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Organised Employer), Ms. L. van der Merwe (Organised Employer),

Ms. R.G. Govender (Organised Employer), Ms. P. Mendes (Organised Employer), Ms. Z. Motsa (Organised Employer),

Mr. K.A.A. Sungay (Organised Employer), Mr. M. Soobramoney (Organised Labour), Mr. J.J.M. Mabena (Organised Labour), Ms. S.A. Anders (Organised Labour), Mr. C.B. Botha (Organised Labour), Ms. S.T. Dinyake (Organised Labour), Ms.

N.B. Jonas (Organised Labour),

Ms. F. Mabaso (Professional Bodies), Mr. S.M. Mpuru (Professional Bodies)

CEO: Ms. G. Mkhize

<p>Approach and methodology aligned to a detailed project plan, with risk assessment and management.</p>	<p>The Bidder must provide an actionable proposal with a project plan, and deliverables, and demonstrate clear turnaround times in terms of response and delivery of the items.</p> <ul style="list-style-type: none"> • Points allocated = 30 • Non-compliance with minimum points = 0 points 	<p>30</p>
<p>Digital and hard copy of the Catalogue of IT Hardware and IT peripherals</p>	<p>Bidder is required to provide a digital sample (online version) and hard copy of previous IT Hardware and IT peripherals work delivered = 20</p> <ul style="list-style-type: none"> • Points allocated =20 • Non-compliance with minimum points = 0 points 	<p>20</p>
<p>Company profile – The bidder is to provide a written introduction to the company.</p>	<p>The bidder must provide a written Company Profile that is used to highlight a company's benefits, products, and services for customers.</p> <ul style="list-style-type: none"> • Points allocated = 15 • Non-compliance with minimum points = 0 points 	<p>15</p>
<p>TOTAL</p>	<p>100</p>	

13.2 Bidders are required to pass the minimum threshold of **70 points** on the functional criteria to be considered for the final **phase 3** which is Price and Specific goals.

13.3 Bidders who score less than **70 points** will not be considered for the final phase, thus be disqualified, and will be declared non-responsive.

Board Members: Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Organised Employer), Ms. L. van der Merwe (Organised Employer),

Ms. R.G. Govender (Organised Employer), Ms. P. Mendes (Organised Employer), Ms. Z. Motsa (Organised Employer),

Mr. K.A.A. Sungay (Organised Employer), Mr. M. Soobramoney (Organised Labour), Mr. J.J.M. Mabena (Organised Labour), Ms. S.A. Anders (Organised Labour), Mr. C.B. Botha (Organised Labour), Ms. S.T. Dinyake (Organised Labour), Ms.

N.B. Jonas (Organised Labour),

Ms. F. Mabaso (Professional Bodies), Mr. S.M. Mpuru (Professional Bodies)

CEO: Ms. G. Mkhize

14. Price and Specific Goals Evaluation (Phase 3)

14.1 Preference Points Applied Against Specific Goals

The tender responses will be evaluated on the **80/20 preference point system for the acquisition of goods or services with a Rand value equal to or below R50 million.**

14.1.1 The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

14.1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

15. POINTS AWARDED FOR PRICE AND PREFERENCE POINTS

(1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \{1 - (P_t - P_{\min})\}$$

P min

Where:

- P_s = Points scored for the comparative price of a bid under Consideration
- P_t = Comparative price of a bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

16. SPECIFIC GOAL POINTS WILL BE AWARDED AS FOLLOWS:

16.1 Table 1: Specific goals for this bid and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership 80 - 100% black owned-: Ownership	20	
Enterprise with ownership 80 - 100% women-owned-: Ownership	20	
Enterprise with ownership 50% to 79% black owned-: Ownership	18	
Enterprise with ownership 50 - 79% women-owned -: Ownership	18	
Enterprise with ownership of less than 50% black-owned or women-owned-: Ownership	14	

Note: Evidence to be submitted by Emerging Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) – sworn affidavit (DTI or CIPC Template, Generic entities – SANAS accreditation.

- 16.2** Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 16.3** The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

17. Consortium

17.1.1 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.

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

17.1.3 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 an 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 fulfills the requirements of the bid through a combination of skills)

b) Partner

- Proof of CSD registration.
 - Tax Pin.
 - BBBEE Sworn-Affidavit.
 - SBD 4

17.1.4 It should be taken into cognizance 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 Specific Goals status in order to align with the Specific Goals 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, the consortium is in order.

17.1.5 It is important that each team member retains their identity in a consortium entity.

17.2 A joint venture

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

17.3 Unincorporated joint venture:

17.3.1 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) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.

17.4 Incorporated joint venture:

17.4.1 This is 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 completed by the entity/ company the name of the joint venture, and the following will be required amongst others.

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

17.4.2 A person will not be awarded points for Specific Goals 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.

17.4.3 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.

18. COMMUNICATION

18.1 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 inquiries relating to this BID should be emailed **three days before the closing date.**

19. CONDITIONS TO BE OBSERVED WHEN BIDDING

19.1 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 that 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.

20. INSETA reserves the right to:

- 20.1** Not evaluate and award a bid that does not comply strictly with this BID document.
- 20.2** Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of the preferred bidders(s) based on the criteria specified in the terms of reference.
- 20.3** Contact any bidder during the evaluation process 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.
- 20.4** Cancel this BID at any time as prescribed in the PPPFA.
- 20.5** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of cost-effectiveness and the principle of value for money not necessarily on the basis of the lowest costs.

21. COST OF BIDDING

21.1 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.

22. NOTE TO BIDDERS:

22.1 Due diligence to be conducted by INSETA prior to the award of the contract.

END OF TERMS OF REFERENCE DOCUMENT