

## TERMS OF REFERENCE

### DESCRIPTION

**BID NUMBER: TENDER-INS/2023/24/003**

**BID DESCRIPTION – APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND MAINTAIN A GOVERNANCE, RISK AND COMPLIANCE (GRC) SYSTEM FOR INSETA FOR A PERIOD OF FIVE (5) 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 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 Insurance Sector Education and Training Authority (INSETA) hereby invites interested qualified and experienced services providers to supply and maintain an integrated Governance, Risk and Compliance (GRC) system for a period of five (5) years. The service provider will be required to configure the system and train staff immediately after appointment.

## 2 SCOPE OF WORK

- 2.1 The prospective bidders are invited to supply and maintain an integrated GRC system through a lease for INSETA for a period of 5 years. The system should have functionality or Modules for Risk Management, Compliance and Audit which meets the following general requirements:
- 2.1.1 Customizable to be aligned to the INSETA risk management and compliance frameworks and best practice documents.
  - 2.1.2 A solution that offers a secure web-based cloud solution hosted by the provider for the duration of the contract. The hosting must include back-up and recovery, and disaster recovery in line with INSETA controls.
  - 2.1.3 The system should be based on universally accepted best practice methodology, to enable INSETA to adopt and be compliant with frameworks such as COSO, ISO 31000, KING IV, Generally Accepted Compliance Practice Framework (GACP), the institute of Internal Auditors' International Professional Practice Framework etc.
  - 2.1.4 The system must have dashboard capabilities/views.
  - 2.1.5 Holds a library of risks, incidents, audit findings and regulatory universe for all users to access and for administrators to modify.
  - 2.1.6 Ensure the integrity of data and provide an audit trail of all changes to records and changes to user access rights in the system.
  - 2.1.7 Create user defined fields.
  - 2.1.8 Automated escalations functionality (overdue actions, risk above appetite).
  - 2.1.9 Automated reminders on overdue action plans.
  - 2.1.10 Ability to be used by multiple users at the same time and ensure real-time updating of information.
  - 2.1.11 Email capability within the system.
  - 2.1.12 Export and import data to and from external sources (Excel and CSV, Acrobat PDF).
  - 2.1.13 Ability to archive information (risks, audit and regulatory information).
  - 2.1.14 Ability to cater for additional modules should the need arise.
  - 2.1.15 Provide a total of 25 licenses for which 3 license are for Super Users/ administrators.

### 3. DELIVERABLES

#### 3.1 Risk Management

- 3.1.1 Ability to capture identified risks, root causes, risk owner, risk probability, risk impact, risk evaluation, treatment/response plans, action owner, and monitoring reports (monitoring of treatment plan progress etc.).
- 3.1.2 Ability to automatically create a unique risk identification number.
- 3.1.3 Ability to allocate/appoint risk owners, task owners, escalation and automatically generate an email notification to the appointees.
- 3.1.4 Able to import existing risk register (from Excel documents).
- 3.1.5 Link and view multiple causes and consequences to a risk.
- 3.1.6 Capture multiple controls (existing and planned) for a particular risk with time frames.
- 3.1.7 Ability to create new controls and amend existing controls through the risk assessment module (without requiring a user to exit the risk assessment module/process).
- 3.1.8 Able to update risk profile in real time once control failures have been detected and captured on the system.
- 3.1.9 Ability to calculate inherent residual risk, current residual risk, and target residual risk.
- 3.1.10 Link risks to objectives/outcomes/strategies.
- 3.1.11 The system must also have the functionality for risk control self-assessments & surveys.
- 3.1.12 Allow for uploading of supporting documents for implemented actions.

#### 3.2 Compliance Management

- 3.2.1 Support GACP Framework.
- 3.2.2 Configurable to meet organizational requirements.
- 3.2.3 Regulatory library including flagging legislative changes.
- 3.2.4 The Acts must be uploaded in its entirety.
- 3.2.5 Penalties per offence tab.
- 3.2.6 Overview of each legislation.
- 3.2.7 Functionality for capturing of controls, assignment and updating of action plans, including uploading of supporting evidence.
- 3.2.8 Align to the risk ratings as set up in the RM Module.
- 3.2.9 Ability to generate Compliance Risk Management Plans and Checklists.
- 3.2.10 Reports indicating compliance levels for all regulatory requirements.
- 3.2.11 Flag compliance areas requiring attention based on audit findings.
- 3.2.12 Archiving function for archiving outdated legislation.

#### 3.3 Management of Audit Findings

- 3.3.1 Capture audit findings.
- 3.3.2 Link audit findings to risks and regulatory requirements.
- 3.3.3 Flag risks requiring reassessment based on linked audit finding.
- 3.3.4 Capture management action plans and due dates.
- 3.3.5 Assign audit action plan owners.
- 3.3.6 Flag risks requiring reviews based on action plan progress captured.

**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**

- 3.3.7 Allow for uploading of supporting documents for implemented actions.
- 3.3.8 Notify action plan initiator and other assigned users of changes to action plans.

### 3.4 Reporting

- 3.4.1 Generates a comprehensive risk register at various levels of the organisation incorporating Key Risk Indicators, Risk Appetite, Risk Tolerance, Risk Capacity and KPIs.
- 3.4.2 Control self-Assessment and survey reports.
- 3.4.3 Provides an organisation-wide view (helicopter view) of the risk universe at strategic, operational, business unit levels, and project level.
- 3.4.4 System must provide dashboard reports for monitoring of risks, compliance and audit findings by Management/Executives/Audit Committee/the Board.
- 3.4.5 Enables reporting and creation of dashboards to monitor trends (month to month, quarter to quarter and year on year).
- 3.4.6 Enable generation of customized reports to suit various stakeholders.

### 3.5 Training

- 3.5.1 The successful bidder will be expected to provide face-to-face training for internal staff immediately after the deployment of users to a maximum of 25 staff members/role players (including 3 super users/administrators) at the INSETA offices or via MS Teams on utilisation of system.
- 3.5.2 Training for the system Administrators up to 3 staff members (e.g., how to create new categories/add fields, manage the Standard responses; add/remove staff members etc.).
- 3.5.3 A training manual and video for customers and one manual and video for internal users on how to use the system and its various functions must be provided.

### 3.6 Maintenance and Support

- 3.6.1 Maintenance and support must be provided for the duration of the contract.
- 3.6.2 The Service Provider will be required to enter into a Service Level Agreement (SLA) with INSETA.

## 4 KNOWLEDGE, QUALIFICATION, AND EXPERIENCE OF THE BIDDER AND PROJECT TEAM

- 4.1 Prospective bidders are required to have a minimum of ten (10) years providing GRC systems.
- 4.2 The Project Lead must have a minimum of five (5) years' experience leading the implementation of GRC systems.
- 4.3 The Change Manager must have a minimum of five (5) years' experience in system change management.

## 5 TIMEFRAMES

- 5.1 The duration of the contract will be for a period of five (5) years with the delivery of the system including configuration and training of users taking place immediately after deployment of the contract. The appointed service provider will be required to sign a service level agreement.

## 6 CONTRACTUAL OBLIGATION

- 6.1 Bidders to fully complete SBD 3.1 including all applicable costs including VAT, with a fixed total price including all applicable licences and maintenance and support.
- 6.2 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.
- 6.3 The bidders are required to provide a dedicated Account Manager upon contracting.
- 6.4 Bidder will be subjected to annual review in terms of measuring satisfactory performance, unsatisfactory performance can result in INSETA invoking its right to terminate the contract.
- 6.5 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 6.6 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts. Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2014.

## 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 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.

## 9 EVALUATION CRITERIA

- 9.1 Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria are 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.
- 9.2 **The evaluation criteria will be based on the following phases/requirements:**
  - Phase 0: Administrative requirements
  - Phase 1: Mandatory requirement
  - Phase 2A: Technical/Functional Evaluation
  - Phase 2B: System demonstration
  - Phase 3: Evaluation on Price and Specific Goals

## 10 ADMINISTRATIVE REQUIREMENTS (Phase 0)

- 10.1 Bidder must submit proof of registration on CSD (**Central Supplier Database**).
- 10.2 Bidder must complete, sign and submit a Standard Bidding Document (SBD 1) Procurement Invitation;
- 10.3 Standard Bidding Document (SBD 3.1) Pricing Schedule – Annexure A
- 10.4 **Standard Bidding Document (SBD 4) Bidder’s Disclosure;**
- 10.5 Standard Bidding Document (SBD 6.1) Preference Points Claim form.

## 11 MANDATORY CRITERIA (Phase 1)

Mandatory criteria description	Comply	Do not comply
The bidder must be accredited or licensed to supply, implement, and support the proposed GRC system. (The bidder must submit documentary proof from the product owner that the bidder is an accredited or licensed product supplier of the proposed GRC system).		

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

## 12 FUNCTIONAL EVALUATION CRITERIA (Phase 2A)

- 12.1 The tender submission will be functionally evaluated out of a **minimum of 100 points on Phase 2 – any bidder who scores less than 70** will not be considered for further evaluation (Phase 3).

Category	Description	Weight
<b>Bidder’s past experience in delivering a GRC system</b>	The bidder must provide a minimum of three (3) contactable reference confirming the implementation of a GRC System within the last five (5) years from a public institution. The reference letters must be on the clients’ an official letterhead. The year in which the service was rendered must be indicated on the reference letters provided. <i>An award letter or a purchase order must be provided <u>together</u> with the reference letter.</i> <ul style="list-style-type: none"> <li>• Five (5) and more reference letters provided = <b>25 points</b></li> <li>• Four (4) letters provided= <b>15 points</b></li> <li>• Three (3) reference letters provided = <b>10 points</b></li> <li>• <b>Non-compliance/submission of reference letters = 0 points</b></li> </ul> <p><b><i>Due diligence will be conducted against reference letters submitted.</i></b></p>	<b>25</b>
<b>Qualification and experience of the project lead</b>	The project lead must have a minimum of a N Dip in Project Management / Business Development/ Business Systems or related field. <ul style="list-style-type: none"> <li>• Post grad / Honours and above in Project Management/ Business Development/ Business Systems or related field = <b>15 points</b></li> </ul>	<b>15</b>



<p>EMPOWERED TO INFLUENCE AND</p>	<p><b>Bachelor's degree in project management/ Business Development/ Business Systems or related field = 10 points</b></p> <ul style="list-style-type: none"> <li>• N Dip in Project Management / Business Development/ Business Systems or related field = <b>5 points</b></li> <li>• <b>No proof of qualifications attached or attached proof is lower than the National Diploma or an irrelevant qualification is provided = 0 points</b></li> </ul>	
	<p>The project lead must have a minimum of five (5) years' experience in leading the implementation of GRC systems (a detailed CV must be provided outlining their experience).</p> <ul style="list-style-type: none"> <li>• The Project Lead has over 10 years' experience in leading the implementation of GRC systems = <b>10 Points</b></li> <li>• The Project Lead has between 5- and 10-years' experience in leading the implementation of GRC systems = <b>5 Points</b></li> <li>• <b>No proof of CV's is submitted or the submitted CV's does not indicate the number the of years of experience, or the years of experience is less than 5 years = 0 points</b></li> </ul>	<b>10</b>
<p><b>Qualification and experience of the Change Manager</b></p>	<p>The change manager must have a minimum of a N Dip in Business Administration/ Human Resources/ Business Systems or related field.</p> <ul style="list-style-type: none"> <li>• Post grad / Honours and above in Project Management/ Business Development/ Business Systems or related field = <b>15 points</b></li> <li>• Bachelor's degree in project management/ Business Development/ Business Systems or related field = <b>10 points</b></li> <li>• N Dip in Project Management / Business Development/ Business Systems or related field = <b>5 points</b></li> <li>• <b>No proof of qualifications attached or attached proof is lower than the National Diploma or an irrelevant qualification is provided = 0 points</b></li> </ul>	<b>15</b>
	<p>The change manager must have a minimum of five (5) years' experience in leading the implementation of GRC systems (a detailed CV must be provided outlining their experience).</p> <ul style="list-style-type: none"> <li>• The change manger has over 10 years' experience in change management = <b>10 Points</b></li> <li>• The change manager has between 5- and 10-years' experience in leading the implementation of GRC systems = <b>5 Points</b></li> <li>• <b>No proof of CV's is submitted or the submitted CV's does not indicate the number the of years of experience, or the years of experience is less than 5 years = 0 points</b></li> </ul>	<b>10</b>
<p><b>Methodology and Implementation Plan</b></p>	<p>The bidder methodology should encompass various aspects outlining the bidder's response to the scope of work as issued including but not limited to:</p> <ol style="list-style-type: none"> <li>Initiation</li> <li>Clear time frames,</li> <li>Resources,</li> </ol>	<b>15</b>

EMPOWERED TO <b>INFLUENCE AND INSPIRE!</b>	<ul style="list-style-type: none"> <li>d) Testing</li> <li>e) Onboarding and training of end users</li> <li>f) Feedback and close out report</li> </ul> <ul style="list-style-type: none"> <li>• A detailed methodology has been provided encompassing points (a) to (f) = <b>15 points</b></li> <li>• A detailed methodology has been provided encompassing any 4 points (a) to (e) = <b>10 points</b></li> <li>• <b>No methodology has been provided or a detailed methodology has been provided encompassing less than 4 or none of the listed points = 0 points</b></li> </ul>	
<b>Customer Service and support proposal</b>	<p>Bidder required to provide a workflow incident report diagram offering monitoring, and draft maintenance support plan.</p> <ul style="list-style-type: none"> <li>• Workflow incident report monitoring and 24/7 draft service maintenance support plan for the duration of the contract = <b>10 points</b></li> <li>• Workflow incident report monitoring and weekday draft service maintenance support plan for the duration of the contract = <b>5 points</b></li> <li>• <b>Non-compliance with all of the above information = 0 points</b></li> </ul>	<b>10</b>
<b>TOTAL</b>		<b>100</b>

12.2 Bidders are required to pass the minimum threshold of **70 points** on the functional criteria to be considered for the next phase of evaluation which is **phase 2B – System demonstration**.

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

### 13 Phase 2B – System Demonstration

13.1 Bidders are required to fully comply with the below criteria in order to be considered for the next phase of evaluation which is **Price and Specific goals – Phase 3**.

Requirement/Functionality	Comply	Not Comply
Web-based and or application		
Interactive dashboard		
Export and import capabilities		
Automated escalations functionality (overdue actions, risk above appetite).		
Automated reminders on overdue action plans.		
Holds a library of risks, incidents, audit findings and regulatory universe for all users to access and for administrators to modify.		



Ensure the integrity of data and provide an audit trail of all changes to records and changes to user access rights in the system.		
Create user defined fields.		
Automated reminders on overdue action plans.		
Ability to be used by multiple users at the same time and ensure real-time updating of information.		
<p><b>Risk Management</b></p> <ul style="list-style-type: none"> <li>• Ability to capture identified risks, root causes, risk owner, risk probability, risk impact, risk evaluation, treatment/response plans, action owner, and monitoring reports (monitoring of treatment plan progress etc.).</li> <li>• Ability to automatically create a unique risk identification number.</li> <li>• Ability to allocate/appoint risk owners, task owners, escalation and automatically generate an email notification to the appointees.</li> <li>• Able to capture/import existing risk register (from Excel documents).</li> <li>• Link and view multiple causes and consequences to a risk.</li> <li>• Capture multiple controls (existing and planned) for a particular risk with time frames.</li> <li>• Ability to create new controls and amend existing controls through the risk assessment module (without requiring a user to exit the risk assessment module/process).</li> <li>• Able to update risk profile in real time once control failures have been detected and captured on the system.</li> <li>• Ability to calculate inherent residual risk, current residual risk, and target residual risk.</li> <li>• Link risks to objectives/outcomes/strategies.</li> <li>• The system must also have the functionality for risk control self-assessments &amp; surveys.</li> <li>• Allow for uploading of supporting documents for implemented actions.</li> </ul>		
<p><b>Compliance Management</b></p> <ul style="list-style-type: none"> <li>• Regulatory library including flagging legislative changes.</li> </ul>		

<p><i>EMPOWERED TO INFLUENCE AND INSPIRE!</i></p> <ul style="list-style-type: none"> <li>• Penalties per offence tab.</li> <li>• Automated escalations functionality (overdue actions).</li> <li>• Functionality for capturing of controls, assignment and updating of action plans, including uploading of supporting evidence.</li> <li>• Align to the risk ratings as set up in the RM Module.</li> <li>• Ability to generate Compliance Risk Management Plans and Checklists.</li> <li>• Reports indicating compliance levels for all regulatory requirements.</li> <li>• Flag compliance areas requiring attention based on audit findings.</li> <li>• Archiving function for archiving outdated legislation.</li> </ul>		
<p><b>Management of Audit Findings</b></p> <ul style="list-style-type: none"> <li>• Capture audit findings.</li> <li>• Link audit findings to risks and regulatory requirements.</li> <li>• Flag risks requiring reassessment based on linked audit finding.</li> <li>• Capture management action plans and due dates.</li> <li>• Assign audit action plan owners.</li> <li>• Flag risks requiring reviews based on action plan progress captured.</li> <li>• Allow for uploading of supporting documents for implemented actions.</li> <li>• Notify action plan initiator and other assigned users of changes to action plans.</li> <li>• Automated escalations functionality (overdue actions).</li> </ul>		
<p><b>Reporting</b></p> <ul style="list-style-type: none"> <li>• Generates a comprehensive risk register at various levels of the organisation incorporating Key Risk Indicators, Risk Appetite, Risk Tolerance, Risk Capacity and KPIs.</li> <li>• Provides an organisation-wide view (helicopter view) of the risk universe at strategic, operational, business unit levels, and project level.</li> <li>• Enable generation of customized reports to suit various stakeholders.</li> </ul>		

<p><i>EMPOWERED TO INFLUENCE AND INSPIRE!</i></p> <ul style="list-style-type: none"> <li>Control self-Assessment and survey reports.</li> <li>System must provide dashboard reports for monitoring of risks, compliance and audit findings by Management/Executives/Audit Committee/the Board.</li> <li>Enables reporting and creation of dashboards to monitor trends (month to month, quarter to quarter and year on year).</li> </ul>		
<p><b>Overall Status</b></p>		

- 13.2 Bidders who fully comply with all the requirements of the above criteria will be eligible for further consideration on Phase 3 which is price and specific goals.
- 13.3 In order to confirm system implementation and evaluate aftersales support, INSETA may require conducting a physical/virtual view of the system that the bidder has implemented for the referee. A false or negative review may lead to the bidder's disqualification.

## 14 Price and Specific Points 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 acquisition of goods or services with 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:
- Price; and
  - Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

## 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 <sub>s</sub>	=	Points scored for comparative price of bid under Consideration
P <sub>t</sub>	=	Comparative price of bid under consideration
P <sub>min</sub>	=	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.
- 15.1 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.
- 15.2 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.

## 16 Consortium

- 16.1.1 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.
- 16.1.2 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 endeavour, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.
- 16.1.3 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 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

16.1.4 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.

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

**16.2 A joint venture**

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

**16.3 Unincorporated joint venture:**

16.3.1 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.

**16.4 Incorporated joint venture:**

16.4.1 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
- 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.

16.4.2 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.

16.4.3 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.

## 17 COMMUNICATION

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.**

## 18 CONDITIONS TO BE OBSERVED WHEN BIDDING

18.1 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:**

- 18.2 Not evaluate and award a bid that do not comply strictly with this BID document.
- 18.3 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 the terms of reference.
- 18.4 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.
- 18.5 Cancel this BID at any time as prescribed in the PPPFA.
- 18.6 Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

## 19 COST OF BIDDING

19.1 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.

## 20 NOTE TO BIDDERS:

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

**END OF TERMS OF REFERENCE DOCUMENT**