



**inseta**  
INSURANCE SECTOR EDUCATION  
AND TRAINING AUTHORITY

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## TERMS OF REFERENCE

**BID NUMBER: TENDER-INS/2023/24/0008.**

**BID DESCRIPTION – APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER CORPORATE BRANDED PROMOTIONAL ITEMS/MATERIALS TO INSETA, FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.**

## 1. BACKGROUND

- 1.1 The Insurance Sector Education and Training Authority (INSETA) is a public entity listed in Schedule A 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 The objective of this bid is to appoint a panel of 5 service providers to supply and deliver corporate branded promotional items/materials for INSETA for a period of three years as and when required.

## 2. SCOPE OF WORK – DELIVERABLES

- 2.1 The suppliers forming part of the panel will be expected to supply and deliver the following branded promotional Items/materials to INSETA:

- 2.2.1 Corporate Items
- 2.2.2 Clothing
- 2.2.3 Banners
- 2.2.4 Bags
- 2.2.5 Technology Products
- 2.2.6 Hygiene care related products.
- 2.2.7 Outdoor material or equipment

**Note:** *These listed items are projections based on the current trends and they may change during the tenure of the contract. The listed items are meant for illustration purposes to assist the bidders in preparing their proposals. The branded items must not be limited to only the above, INSETA can request other items outside the above.*

## 3. COMMISSION OF FUTURE WORK AND GUIDELINES FOR PANEL FRAMEWORK

- 3.1 INSETA intends to appoint five (5) bidders to the panel. As such, the bidders who get to Stage 3 (price and preference) will be evaluated and ranked, where after the top 5 scoring bidders (except where there are reasons for pass-over) will be appointed.
- 3.2 The allocation/briefing/contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM) in consultation with Stakeholder Relations as well as INSETA Core divisions.
- 3.3 A Request for Quotation (RFQ) will be issued to all suppliers on the panel and the 80/20 preference point system will apply in order to award an RFQ.
- 3.4 However, where the workload of the bidder or an urgency warrants a deviation, INSETA may (within its sole discretion) refer a request for service to another bidder to meet its timelines.

- 3.5 ~~EMPOWERED TO INFLUENCE AND INSPIRE!~~ INSETA will provide its Corporate Identity Manual to the awarded bidder.
- 3.6 Service providers on the panel are not guaranteed any specific work assignments during the tenure of this contract, work will be allocated only when requirements are met.

#### **4. TIMEFRAMES**

- 4.1 The duration of the contract will be for a period three (3) years on an as and when required basis.
- 4.2 The expected turnaround time for the supply and delivery of corporate branded promotional items/materials must not exceed 10 days, upon receipt of the purchase order.

#### **5. CONTRACTUAL OBLIGATION**

- 5.1 Bidders to fully complete SBD 3.1 including all applicable costs including VAT, with a fixed total price including all applicable licenses and maintenance and support.
- 5.2 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.
- 5.3 Bidder is required to submit compliance BBBEE Certificate (accredited by SANAS) or DTISworn affidavit as well as tax compliance status upon purchase order.
- 5.4 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.
- 5.5 Bidder will be subjected to an annual review in terms of measuring satisfactory performance.
- 5.6 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 5.7 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 information, in line with the provisions of the POPIA 4 of 2014.

#### **6. ABSENCE OF OBLIGATION & CONFIDENTIALITY**

- 6.1 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.
- 6.2 The Contract site is at INSETA (as and when required).

#### **7. WORKMEN AND SUPERVISION ON-SITE**

- 7.1 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.

## 8. **EVALUATION CRITERIA**

- 8.1 Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria are designed to reflect 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.
- 8.2 The evaluation criteria will be based on the following requirements:
- Phase 0: Administrative requirements
  - Phase 1: Technical Functionality (100 points) – The threshold of 70 points
  - Phase 2: Evaluation of Price and Preference points (specific goals)

## 9. **ADMINISTRATIVE CRITERIA (Phase 0)**

- 9.1 Bidder must submit proof of registration on CSD (Central Supplier Database).
- 9.2 Bidder must complete, sign, and submit a Standard Bidding Document (SBD 1) Procurement Invitation;
- 9.3 Standard Bidding Document 3.2 (Annexure A – Pricing Schedule);
- 9.4 Standard Bidding Document (SBD 4) Bidder's Disclosure;
- 9.5 SBD 6.1 Preference Points Claim form.
- 9.6 SBD 6.2 Production of Local Content

**Note: All bidders are required to comply by fully completing the Standard Bid Documents.**  
**Note: Briefing Session is compulsory, failing to attend your proposal will be deemed disqualified.**

## 10. FUNCTIONAL EVALUATION CRITERIA (Phase 1)

10.1 The tender submission will be functionally evaluated out of a **maximum of 100 points** for the paper-based evaluation (Phase 1) – any bidder who scores less than a **minimum of 70 points** will not be considered for further evaluation in Phase 2.

Category	Description	Weight
<p><b>Bidders Experience:</b></p> <p>Bidder's proven competency in supplying and delivery of branded material or items.</p> <p><i><b>Note: Reference must be from different clients not all from the same client. Should the submitted reference letters emanate from the same client, the submission will be scored as one submission.</b></i></p>	<p>Bidder must provide <b>Reference letters</b> and <b>Purchase Orders (PO) or Appointment letters</b> that <b>align</b> with the submitted reference letters from <b>at least five (5)</b> contactable clients from <u>State Entities</u>, (<b><i>within the last three (3) years from the closing date of the tender</i></b>) rendering services for the supply and delivery of branded corporate promotional items/materials. (<i>The reference letter must be on the <b>company letterhead</b> of the referee, signed, dated, and must have a <b>contactable email address</b></i>)</p> <ul style="list-style-type: none"> <li>Six (6) or above Reference letters and Pos or appointment letters submitted from the existing clients (within the 3 last years from the closing date of the tender) = <b>50 points</b></li> <li>A minimum of 5 Reference letters and POs or appointment letters submitted from the existing client (within the last 3 years from the closing date of the tender) = <b>30 points</b></li> <li>Non-compliance or non-submission of the minimum number of reference letters and PO's = <b>0 points</b></li> </ul> <p><b>INSETA reserves the right to conduct due diligence in terms of the reference letters submitted.</b></p>	<p><b>50</b></p>

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<p><b>Company profile:</b></p> <p>SAMPLES – the bidder must provide a digital photo of the samples previously supplied.</p>	<p>The bidder must provide a written Company Profile that is used to highlight the bidder/company's capabilities and experience. The company profile must include pictures of work done on products and services for customers as per the submitted reference letters.</p> <ul style="list-style-type: none"> <li>Bidder submitted a company profile with digital samples of work done = <b>20 points per sample matching each reference letter</b></li> <li>No digital samples are submitted or submitted samples are not for the work done as per the reference letters submitted = <b>0 points</b></li> </ul> <p><b><i>The bidder must provide a digital photo of the samples previously supplied.</i></b></p>	<b>20</b>
<p>Approach and methodology.</p> <p>The bidder must demonstrate the turnaround time in terms of response and <b>delivery of the items.</b></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"> <li>A detailed plan is submitted and falls within the INSETA stipulated time frames = <b>30 points</b></li> <li>No plan is submitted or the plan submitted is non-compliant with INSETA stipulated time frames = <b>0 points</b></li> </ul>	<b>30</b>
<b>TOTAL</b>		<b>100</b>

10.2 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.

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

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## 11. Price and Specific Points Evaluation (Phase 3)

### 11.1 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.**

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

11.1.2 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

## 12. 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.

### 13 SPECIFIC GOAL POINTS WILL BE AWARDED AS FOLLOWS:

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership 100% black owned-: Ownership	10	20		
Enterprise with ownership 80% and above black owned-: Ownership	10	20		
Enterprise with ownership 51% to 79% black owned-: Ownership	9	18		
Enterprise with ownership 51% women -: Ownership	9	18		
Enterprise with ownership 50% black owned-: Ownership	4	12		

**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.**

- 13.1 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.
- 13.2 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.



## 14. Consortium

- 14.1 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.
- 14.2 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.
- 14.3 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 the combination of skills)
  - b) **Partner**
    - Proof of CSD registration.
    - Tax Pin.
    - BBBEE Sworn-Affidavit.
    - SBD 4
- 14.4 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.
- 14.5 Of importance is that in a consortium, each individual team members retain their identities.
- 14.6 **A joint venture**
- 14.6.1 A joint venture is a business entity created by two or more parties, generally characterized by shared ownership, returns and risks, and shared governance.
- 14.7 **Unincorporated joint venture:**
- 14.7.1 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.

#### 14.8 Incorporated joint venture:

14.8.1 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.

14.8.2 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.

14.8.3 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.

## 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 the BID process, between the closing date and the date of the award of the business.
- 15.2 All inquiries 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

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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.

**16.2 INSETA reserves the right to:**

- 16.3 Not evaluate and award a bid that does not comply strictly with this BID document.
- 16.4 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.
- 16.5 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.
- 16.6 Cancel this BID at any time as prescribed in the PPPFA.
- 16.7 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 REFERENCE DOCUMENT**

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