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BID NUMBER: TENDER-INS/2025/26/002

BID DESCRIPTION – APPOINTMENT OF A PANEL OF THREE SERVICE PROVIDERS/ FOR THE PROVISION OF CATERING SERVICES TO INSETA FOR A PERIOD OF THREE (3) YEARS.

Tender documents are obtainable from **24th October 2025** from the following websites:

- **ETender Portal**
- **INSETA Website**

Closing Date: 17th November 2025 at 11:00 am

Delivery: INSETA Office, 18 Fricker Road, Illovo, Sandton.

For enquiries contact the INSETA Supply Chain Management at bids@inseta.org.za

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF THREE SERVICE PROVIDERS FOR THE PROVISION OF CATERING SERVICES TO INSETA FOR A PERIOD OF 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, comply 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 a panel of three service providers for the provision of catering services to INSETA on an as-and-when-required basis.

2 CURRENT /SITUATION ANALYSIS

- 2.1 INSETA is currently sourcing catering services through an RFQ process, which is on a short-term basis. Based on institutional needs, a sustainable solution is sought after, therefore INSETA has embarked on a process to appoint a panel of caterers on a fixed term period.

3 SCOPE OF WORK

- 3.1 The objective is to establish a list of preferred service providers to supply catering services on a quotation basis. A panel of caterers that will provide catering services for all dietary preferences, including but not limited to vegetarian, kosher, halaal etc.
- 3.2 The service providers should be based in Gauteng Province.
- 3.3 **Catering Services:**
 - 3.3.1 INSETA wishes to enter into a contract with not more than three (3) panel of service providers to provide in-house catering services.
 - 3.3.2 The catering provider is expected to deliver catering service on an as and when required basis.
 - 3.3.3 The preferred service providers must be able to cater for all dietary preferences, including but not limited to religions, culture, vegetarian, kosher, vegan, halaal or other and must be clearly marked.
 - 3.3.4 Ensure that all work performed, and all equipment used at INSETA facilities is in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of INSETA.
 - 3.3.5 The primary responsibility of the service provider is to:
 - Supply quotations as and when requested by the INSETA as per the specification.
 - Supply catering services after receipt of an official purchase order from the INSETA.
 - Prepare nutritional quality food in a hygienic environment.

- Delivery of equipment and setting up of food must be completed at least thirty (30) minutes before food is served.
- 3.3.6** Catering needs will vary according to the type of functions/meetings, for example:
- General Meetings (staff meetings), where the INSETA stakeholders are involved, including external stakeholders.
 - Executive Committee Meetings, Quarterly Review Meeting, Management Meetings etc.
 - High-profile stakeholder meetings.
 - Any event organised by the INSETA.
- 3.3.7** The Service Provider may be required to provide décor depending on the nature of the event for which catering is provided.
- 3.3.8** The Service Provider must be responsible for maintaining and cleaning the utilized serving areas upon completion of each event.
- 3.3.9** The INSETA will provide serving tables for all office-based meetings. For external meetings, the caterer will be required to bring tables, serving stands etc.
- 3.3.10** The service provider must be able to provide the service within twenty-four (24) hours or less upon where applicable) the request.
- 3.3.11** Shortlisted caterers will be required to provide the INSETA with a food tasting opportunity where food sampling and site inspection/viewing will be conducted at the premises of the Service Provider as part of the evaluation process (Phase 2B).

3.4 Supply of Catering Equipment

- 3.3.1. Food serving equipment
- 3.3.2. Tables and chairs
- 3.3.3. Tablecloths
- 3.3.4. Crockery and cutlery
- 3.3.5. Serving tables where required
- 3.3.6. Ability to provide professional presentations when required

4 GUIDELINES FOR PANEL FRAMEWORK

- 4.1 Provider panel will be comprised of the top 3 bidders post the scoring process (except for lawful pass-over).
- 4.2 The allocation/briefing/contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM).
- 4.3 Work will be allocated on a **competitive basis** amongst the Service Providers on the Panel.
- 4.4 Service Providers on the panel are not guaranteed any specific work assignments during the tenure of this contract.

5 TIMEFRAMES

- 5.1 The contract duration will be for a period of 3 years.

6 CONTRACTUAL OBLIGATION

- 6.1 Bidders to fully complete SBD 3.1 including all applicable costs including VAT, with a fixed rate price for the duration of the contract.

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- 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 successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 6.4 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as the 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.
- 6.5 The successful bidder will be required to sign a non-disclosure agreement for the duration of the contract period.
- 6.6 **Bidder will be subjected to periodic review in terms of measuring satisfactory performance until the contract is completed and shall invoke applicable penalties as per contract terms and conditions, where there is unsatisfactory performance.**

7 UNSATISFACTORY PERFORMANCE

- 7.1 In the event that the Service Provider fails to meet the performance standards outlined in this ToR or SLA, INSETA shall where applicable raise remedies, terminate the contract, seek damages or raise penalties such as impose financial penalties to the Service Provider.
- 7.2 The following shall be considered examples of unsatisfactory performance:
 - 7.2.1 Failure to meet the agreed-upon deadlines.
 - 7.2.2 Failure to deliver goods or services that meet the agreed-upon standards.
 - 7.2.3 Failure to respond to client inquiries or issues in a timely manner.
 - 7.2.4 Failure to maintain confidentiality or security of client information.
 - 7.2.5 Gross negligence by the service provider or its employees.

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.

10 EVALUATION CRITERIA

- 10.1 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 ensuring the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.
- 10.2 **The evaluation criteria will be based on the following phases/requirements:**
 - Phase 0: Administrative requirements
 - Phase 1: Mandatory Requirements

- Phase 2: Site inspection and food tasting
- Phase 3: Evaluation on Price and Specific Goals

11 ADMINISTRATIVE REQUIREMENTS (Phase 0)

- 11.1 Bidder must submit proof of registration on CSD (**Central Supplier Database**).
- 11.2 Bidder must complete, sign, and submit a Standard Bidding Document (SBD 1) Procurement Invitation.
- 11.3 Standard Bidding Document (SBD 3.1) Pricing Schedule – Annexure A.
- 11.4 **Standard Bidding Document (SBD 4) Bidder’s Disclosure.**
- 11.5 Standard Bidding Document (SBD 6.1) Preference Points Claim form.

12 MANDATORY CRITERIA (Phase 1)

12.1 The Bidder must provide valid proof of the following:

Number	Mandatory
1	Certificate of Acceptability (COA) – compliance certificate issued to food handling premises as per the requirements set out in Regulations R638: 2018 (<i>Regulations Governing the General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters</i>). It is mandatory for any food business whose operations fall under the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972.
2	Location – Due to the short life span of cooked food; Bidder kitchen must be 30km and less to the INSETA offices (Provide proof of address (municipal account not older than three (3) months) or a certified copy of the lease agreement in the name of the service provider/company).
3	Reference letters – Bidder must provide a minimum of five (5) signed, dated and contactable reference letters proving the same work done for rendering catering services. Reference letters must be on the client’s letterhead, accompanied by an award/appointment letter or a purchase order that align with the reference letter. The reference letters must be for similar work conducted within the last five (5) years. 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. NB: Due diligence will be conducted against reference letters submitted and work performed for the referees (See section 17.1.1)

Note: All bidders who do not comply with the criteria above will be disqualified from further evaluation.

13 Site Inspection and Food Tasting Evaluation Criteria (Phase 2)

- 13.1 The evaluation is based on the presentation and the quality of the food to be offered.
- 13.2 The 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.

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- 13.3 Bidders will be given a minimum of 48-hour notice to prepare their site and offer INSETA food based on the menu requirement to be shared at the time. The site inspection will be held at the premisses of the bidder.

NO	DESCRIPTION	COMPLY	NOT COMPLY
Bidder site visit to confirm capacity, viewing of the kitchen and food preparation			
1.	Enough food serving equipment including clean and neat tablecloths (minimum 60)		
2.	Crockery and cutlery (minimum 60)		
3.	Food preparation according to the specification and presentation		
4.	Food presentation		
5.	Food taste		
6.	Waiter presentation		
7.	A delivery vehicle that is enclosed and suitable for delivering food. Vehicle Ownership – proof that the service provider has a vehicle to deliver the services required (vehicle to be registered in one of the Director's name/catering company's name, or the bidder may provide an agreement between the vehicle owner and the catering company)		
OVERALL STATUS			

- 13.4 Only 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.

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
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 comparative price of bid under Consideration

P_t = Comparative price of 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 GOALS PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

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

16.2 The **80/20** preference point system is applicable, corresponding points must also be indicated as such. 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-point system)
Black Ownership <ul style="list-style-type: none"> 4 points for 100% black owned 2 points for 75-99% black owned 1 point for 51-74% black owned 	(Maximum points = 4 points)
Women Ownership <ul style="list-style-type: none"> 7 points for 75% - 100% 5 points for 51% - 74% 1 point for below 51% 	(Maximum points = 7 points)
Youth Ownership <ul style="list-style-type: none"> 7 points for 75% - 100% 	(Maximum points = 7 points)

<ul style="list-style-type: none"> • 5 points for 51% - 74% • 1 point for Below 51% 	
Company-owned by People with disabilities <ul style="list-style-type: none"> • 2 points 	(Maximum points = 2 points)
Total	20

Note: Note: Evidence to be submitted by Service Providers: Emerging Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) – sworn affidavit (DTI or CIPC Template), Generic entities – B-BBEE certificate (SANAS accredited) and CSD report.

- 16.3 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.
- 16.4 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 COMMUNICATION

- 17.1 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.**

18 Bid Procedure Conditions:

18.1 Counter Conditions:

The INSETA draws the bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

18.1.1 Award Criteria: Due Diligence Process

- 18.1.1.1 INSETA reserves the right to conduct due diligence/screen on the bidder prior to the award of a contract.
- 18.1.1.2 The due diligence/screening will be conducted based on the reference letters received from the bidder to confirm the services rendered and the standard of the bidder's performance.
- 18.1.1.3 Should such due diligence/ screening results have a negative outcome, the INSETA reserves the right not to award the bid to the subjected/recommended/highest scoring bidder.
- 18.1.1.4 The INSETA reserve a right not to award a bid to the highest scoring bidder but to award to a service provider who meet the requirement fully.
- 18.1.1.5 The due diligence method will be determined by the INSETA.
- 18.1.1.6 Non-contactable referees will lead to the failure of the due diligence process and will result in a negative outcome for the bidder.

19 Bid requirements when bidding as the following:

19.1 Consortium

- 19.1.1 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.
- 19.1.2 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 delineates the rights and obligations of each member.
- 19.1.3 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 fulfils the requirements of the bid through combination of skills)
- b) Partner**
- Proof of CSD registration.
 - Tax Pin.
 - BBBEE Sworn-Affidavit.
 - SBD 4
- 19.1.4 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.
- 19.1.5 Of importance is that in a consortium, each individual team members retain their identities.

19.2 A joint venture

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

19.3 Unincorporated joint venture:

- 19.3.1 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

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- 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.

19.4 Incorporated joint venture:

19.4.1 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.

20 CONDITIONS TO BE OBSERVED WHEN BIDDING

20.1 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:

- 20.2 Not evaluate and award a bid that do not comply strictly with this BID document.
- 20.3 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.
- 20.4 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.
- 20.5 Cancel this BID at any time as prescribed in the PPPFA.
- 20.6 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.

21 ANONYMOUSLY REPORTING OF FRAUD

21.1 Bidders are encouraged to report any incidents of • fraud • corruption • theft • misconduct or • unethical behaviour to the Vuvuzela Hotline. Contact number: 0800 119 691

22 COST OF BIDDING

22.1 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.

END OF TERMS OF REFERENCE DOCUMENT