inseta
INSURANCE SECTOR EDUCATION AND TRAINING AUTHORITY

EMPOWERED TO INFLUENCE AND INSPIRE!

18 Fricker Road,
Illovo, Sandton 2196
P.O. Box 32035, Braamfontein 2017

Telephone: 011 381 8900
Website: www.inseta.org.za

REQUEST FOR QUOTATION (RFQ)

RFQ ISSUE DATE	**31st March 2026**
RFQ NUMBER	**RFQ-INS/2025/26/0069**
RFQ DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT LABOUR RELATIONS TRAINING FOR FOURTEEN (14) MANAGERS, FIVE (5) EXECUTIVES, EIGHT (8) SENIOR SPECIALISTS, AND FOUR (4) UNION REPRESENTATIVES**
CLOSING DATE & TIME	**2nd April 2026 @ 16:00 – LATE SUBMISSION WILL NOT BE CONSIDERED**
LOCATION FOR SUBMISSIONS	rfqs@inseta.org.za

Bidders must submit responses via e-mail at: rfqs@inseta.org.za
For any queries or questions, please use the above-mentioned email address.

The INSETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late submissions will invalidate the quote submitted.**

SUPPLIER NAME: ____

POSTAL ADDRESS: ____

TELEPHONE NO: ____

FAX NO: ____

E MAIL ADDRESS: ____

CONTACT PERSON: ____

CELL NO: ____

SIGNATURE OF BIDDER____

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DETAILED SPECIFICATION

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT LABOUR RELATIONS TRAINING FOR FOURTEEN (14) MANAGERS, FIVE (5) EXECUTIVES, EIGHT (8) SENIOR SPECIALISTS, AND FOUR (4) UNION REPRESENTATIVES

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. INSETA is a Schedule 3A Public Entity in terms of the Public Finance Management Act No. 1 of 1999, as amended (PFMA). This, therefore, implies that the INSETA must fully comply with all the requirements of the PFMA as well as the Irregular Expenditure Framework.

2. PURPOSE

2.1 INSETA seeks to appoint a suitably qualified and experienced service provider to conduct labour relations training for fourteen (14) managers, five (5) Executives, eight (8) Senior Specialists, and four (4) Union representatives.

2.2 The training aims to provide a better understanding of the Basic Conditions of Employment Act and the Labour Relations Act for all participants, including relevant regulations and codes of good practice.

2.3 Enhance the ability to effectively manage relations between Managers and subordinates on matters related to disciplinary and poor work performance in the workplace and understand the dispute resolution process from dismissal.

2.4 Provide Union representatives with the ability to render sufficient guidance to their constituents.

3. SCOPE OF WORK:

- The Service Provider will liaise with the Human Resources Department to conduct Labour Relations Training for fourteen (14) Managers, four (5) Executives, eight (8) Senior Specialists, and four (4) Union representatives.
- The Service Provider will be required to meet the expected deliverables listed below, for the duration of the project.
- The service provider will conduct the training at INSETA offices during the official working hours (08h30-17h00)
- The **Labour Relations Training** should include, but not be limited to, the following topics

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3.1 The Code of Good Practice on Dismissal

- Schedule 8: The Code of Good Practice on Dismissal in terms of the Labour Relations Act, No. 66 of 1996
- Fair reasons for dismissal
- Automatic unfair dismissals8
- Standard of conduct
- Progressive discipline
- Dismissals for misconduct
- Fair procedure
- Disciplinary records
- Dismissals and industrial action
- Probation
- Incapacity: poor work performance
- Incapacity: ill health or injury

3.2 Misconduct and the Disciplinary Code

- The importance of investigating allegations of misconduct in the workplace, or outside the workplace
- Offences and the disciplinary code
- Insubordination
- Insubordination v insolence
- Insubordination, negligence or refusal to adhere?
- How do we deal with insubordination?
- Disciplinary code
- Disciplinary sanctions – warnings
- Disciplinary procedures
- Distinguishing misconduct from poor work performance
- Automatically unfair dismissals
- Employee representation
- Resignation before disciplinary action
- Grievance procedure
- Unfair labour practices

3.3 Disciplinary Hearings

- Suspending an employee
- Notice to attend a disciplinary hearing
- Chairperson's guide/format and procedures at a disciplinary enquiry

3.4 The Contract of Employment

- The importance of the employment contract
- The contract of permanent employment
- The fixed-term contract of employment
- Automatic permanent employment on a fixed term contract (s189 of the LRA)
- Termination of fixed-term contracts
- The contract of probationary employment
- Unsigned employment contracts: What to do
- The earnings threshold in contracts

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- Dismissal of an applicant before the first working day
- Clauses relating to random and specific alcohol and drug screening procedures/searches and polygraph examinations

3.5 Trade Unions/Workplace Forums

- Trade unions background
- Organizational rights background
- The role of the shop steward
- Reasonably paid time off work
- Disciplinary action against a shop steward

3.6 CCMA Overview

- What is the CCMA?
- Dispute referral
- Representation
- Con/Arb
- Conciliation
- Arbitration

3.7 Basic Conditions of Employment

- Threshold earnings and the BCEA
- Hours of work and overtime
- Meal intervals
- Remuneration for Sunday and public holiday work
- The earnings threshold
- Annual leave
- Annual leave and termination of employment
- Sick leave
- Proof of incapacity
- Sections 25A, 25B and 25C: Parental, Adoption and Commissioning Parental Leave
- Family responsibility leave
- Study leaves for examination or study purposes
- Written particulars of employment
- Information about remuneration
- Termination of employment

3.8 The Service Provider must have the capability to conduct training on the Labour Relations programme, based on and culminating in participants being competent on topics covered related to Labour Relations (66-1996) and Basic Conditions of Employment (75 of 1997)

4 EXPECTED DELIVERABLES

4.1 Submit a detailed work plan for the period of the project.

4.2 Develop and submit a detailed training manual and all relevant material to be approved by INSETA, ensuring that they are in line with the specific objectives of the project.

4.3 Conduct face-to-face Labour Relations Training for fourteen (14) Managers, five (5) Executives, seven (7) Senior Specialists, and four (4) Union representatives.

4.4 Conduct pre- and post-training evaluations and provide a detailed training report with

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recommendations to be submitted ten (10) post completion of the training and prior to invoicing.

4.5 The training must be conducted for two (2) days at INSETA premises; 18 Fricker Road, Illovo, Sandton

4.6 Provide and print training manuals in hard to be provided to all training attendees

4.7 The service provider must issue a certificate of attendance to the INSETA officials who attended the training no later than 30 days after the completion of the training.

5 TIMEFRAMES

5.1 The duration of the contract will be one-off.

6. ADMINISTRATIVE CRITERIA

6.1 Proof of registration on CSD ***(Central Supplier Database)***

6.2 Bidder must provide sign SBD 4, SDB 6.1, GCC, and proof **of BBBEE certificate or Sworn Affidavit.**

Phase 1: Mandatory Evaluation

7. MANDATORY CRITERIA

7.1 The Service Provider must possess a qualification at **NQF Level 8**, specialising in **Labour Law**.

7.2 A comprehensive Curriculum Vitae (CV) of the proposed facilitator must be submitted, clearly indicating a minimum of **ten (10) years' experience** in the field of **Employee Relations and/or Labour Law**.

Note: All bidders who do not comply with the above requirement will be led to their proposals disqualified

7.4 ***Phase 2: Technical and functional criteria***

7.4.1 With regards to technicality/ functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below.

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Service providers who score 70 out of 100 points for technical and functional criteria will be evaluated on Price and Specific goals.

No	Track record of the Bidder/ Company	Points
1.	The Bidder is to demonstrate company experience in **providing Labour Law Training.** **Points allocation matrix:** • Company profile demonstrated experience of more than **10 years** in providing Labour Relations training = **20 points** • Company profile demonstrating experience **of 6-9 years** in providing Labour Relations training = **15 points** • Company profile demonstrated experience of **3 - 5** years in providing Labour Relations training = **10 points** • No company profile demonstrating experience submitted = **0 points**	**20**
2	**Scope of training programme/Methodology**	**Points**
	Scope of **training programme** in line with detailed specification (3.4) • Scope of **training detailed** in line with detailed in line with specification (3.4) **= 30 Points** • Scope of training partially detailed in line with detailed in line with specification (3.4) **= 20 Points** • Scope of training submitted but not detailed in line with detailed in line with specification (3.4) **= 10 Points** • No scope of training = 0 points • No proof of experience submitted = 0 points	**30**
3.	**Reference letters**	**Points**
	Minimum of **five (5)** written and contactable **reference letters** from previous clients indicating the provision of **Labour Relations training** rendered within a period of 5 years (by date of submission). The letters must contain the following: • The letter must be submitted on the **company letterhead.** • The full **contact details** of the entity where services were rendered • The reference letters must be **signed and dated.** • A brief description of the **project completed** by the service provider, detailing the following:	**50**

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	Points allocation matrix: • **Five (5)** or more contactable references attached = **50 Points** • **Three (03)** – Five (5) contactable references attached = **20 Points** • **Two (02)** – Three (03)- contactable reference letter attached = **10 Points** • One (01) and less contactable reference letters attached = **0 Points**	
TOTAL		**100**

NB: Service providers who score 70 out of 100 points for technical and functional criteria will be evaluated on Price and Specific goals

Note: All bidders who do not comply with the above requirement will be led to their proposals disqualified

8. COSTING

8.1 The quotation must reflect a detailed cost breakdown indicating the following:
See the table below as reference: (Pricing must include a detailed cost breakdown, but not limited to)

LABOUR RELATIONS TRAINING FOR 31 PEOPLE

ITEM	**DESCRIPTION**	**QUANTITY**	**PRICE PER PERSON**
1	Labour Relations Training	2 Days	
2	Certificates	31	
3	**TOTAL INCLUDING VAT**		

9. **ABSENCE OF OBLIGATION & CONFIDENTIALITY**

9.1 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, or a Purchase order has been issued.

10. WORKMEN AND SUPERVISION ON SITE

10.1 The service provider should be held responsible for the conduct of its employees and the conduct of its subcontractors' employees for the full duration of the contract.

11. The bidder will be required to comply with the following:

11.1 All prices indicated in the pricing schedule must remain fixed for the period of the contract.
11.2 Compliance with the general conditions of contract.
11.3 SBD 7.2 will be the standard contract used for contracts, and the bidder's approved proposal will be an annex to the contract for term contracts.

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11.4 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as applicable applications of regulatory prescripts.

11.5 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractor and for making any payments to such sub-contractors.

11.6 Bidder must adhere to the Protection of Personal Information (POPI) Act.

11.7 **Delivery address, INSETA Offices: 18 Fricker Road, Illovo, Sandton, 2196.**

12. CONTRACTUAL OBLIGATION

12.1 The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria justify awarding it to another bidder.

12.2 Preference points shall be calculated after the process has been brought to a comparative basis, taking into account all factors of non-firm prices.

12.3 In the event that two or more bids have scored equal points in terms of price and preference points for Specific Goals, the successful bid must be the one scoring the highest number of preference points for Specific Goals, in terms of PPPFA Act 5 of 2000.

12.4 However, when functionality is part of the evaluation process, and two or more bids have scored equal points for Specific Goals, the successful bid must be the one scoring the highest score for functionality.

12.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

13. 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:

Ps = 80 {1- (Pt – P min)}

P min Where:

Ps = Points scored for the comparative price of the bid under Consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of the 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.

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14. SPECIFIC GOALS POINTS WILL BE WARDED AS FOLLOWS:

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

14.2 ***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 • 6 points for 100% • 3 points for 75-99% • 1 point for 51-74%	(Maximum points = 6 points)
Women Ownership • 6 points for 75% - 100% • 3 points for 51% - 74% • 1 point for below 51%	(Maximum points = 6 points)
Youth Ownership • 5 points for 75% - 100% • 3 points for 51% - 74% • 1 point for below 51%	(Maximum points = 5 points)
A company owned by People with disabilities • 3 points	(Maximum points = 3 points)
Total	**20**

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.

14.3 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

14.4 for specific goals is not claimed.

14.5 The organ of state reserves the right to require 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.

14.6 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.

14.7 The organ of state reserves the right to require a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner

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required by the organ of state.

14.8 Bidders who qualify as EMEs and QSEs in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.

14.9 Bidders other than EMEs or QSEs must submit their original and valid B-BBEE status level verification certificate and BBBEE Scorecard, substantiating their B-BBEE rating and black ownership issued by SANAS.

14.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

14.11 **Consortium**

14.11.1 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 to achieve a common goal.

14.11.2 A consortium requires that each participant retain its separate legal status, and the consortium's control over each participant is generally limited to activities involving joint endeavour, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.

14.11.3 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:

14.12 **Lead Partner**

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

14.12.2 Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which, for all intents and purposes, fulfils the requirements of the bid through a combination of skills

14.12.3 Partner

14.12.4 Proof of CSD registration.

14.12.5 Tax Pin.

14.12.6 BBBEE Sworn-Affidavit.

14.12.7 SBD 4

14.12.8 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 specific goals required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury.

14.12.9 The foregoing ensures compliance from an SCM process perspective that the consortium is in order.

14.12.10 Of importance is that in a consortium, each individual team member retains their identity.

14.13 **A joint venture**

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

14.14 **Unincorporated joint venture:**

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14.14.1 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

- SBD 4
- SBD 6
- Tax pin
- CSD registration.
- The JV agreement will direct which bank account of the two entities will be used.
- Consolidated Joint BBBEE Certificate.

14.5 **Incorporated joint venture**

14.5.1 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

- SBD 4
- SBD 6
- Tax pin
- CSD registration.
- The JV agreement will direct which bank account of the two entities will be used.
- Consolidated Joint BBBEE Certificate

15. **COMMUNICATIONS**

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.
All enquiries relating to this BID should be emailed three days before the closing date.

16. CONDITIONS TO BE OBSERVED WHEN BIDDING

16.1 The organization does not bind itself to accept the lowest or any BID, nor shall it be responsible for or pay any expenses or losses which the bidder may incur in the preparation and delivery of his BID submission. The organization also reserves the right to withdraw or cancel the BID at any stage.

16.2 No BID shall be deemed to have been accepted unless and until a formal contract/letter of award is prepared and executed.

16.3 The competitive shall remain open for acceptance by the Organization for a period of 60 days from the closing date of the BID Enquiry.

16.4 **INSETA reserves the right to**:

16.4.1 Not evaluate and award a bid that does not comply strictly with this BID document.

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

16.4.3 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.

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16.4.4 Cancel this BID at any time as prescribed in the PPPFA.

16.4.5 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.

17. COSTS 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.

17.2 **NOTES TO BIDDERS**

17.3 Due diligence to be conducted by INSETA prior to the award of the contract – where applicable.

END OF DOCUMENT