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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)

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT LABOUR RELATIONS TRAINING FOR FOURTEEN (14) MANAGERS, FIVE (5) EXECUTIVES, SEVEN (7) SENIOR SPECIALISTS AND FOUR (4) UNION REPRESENTATIVES.

RFQ	**RFQ/INS/2026/2027/0030**
RFQ ISSUE DATE	**15 JULY 2026**
BRIEFING SESSION	**N/A**
RFQ DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT LABOUR RELATIONS TRAINING FOR FOURTEEN (14) MANAGERS, FIVE (5) EXECUTIVES, SEVEN (7) SENIOR SPECIALISTS AND FOUR (4) UNION REPRESENTATIVES**
CLOSING DATE & TIME	**20th JULY 2026 at 11:00 am – Late response 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 and incomplete 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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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.

2. OBJECTIVES

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, Seven (7) 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 have an understanding of the dispute resolution process from dismissal.

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

3. DETAILED SPECIFICATION

3.1 The Service Provider will liaise with the Human Resources Department to conduct Labour Relations Training for fourteen (14) Managers, four (5) Executives, Seven (7) Senior Specialists and four (4) Union representatives.

3.2 The Service Provider will be required to meet the expected deliverables listed below, for the duration of the project.

3.3 The service provider will conduct the training at INSETA offices during the official working hours (08h30-17h00)

3.4 The **Labour Relations Training** should include but not be limited to the following topics:

3.4.1 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

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- Disciplinary records
- Dismissals and industrial action
- Probation
- Incapacity: poor work performance
- Incapacity: ill health or injury

3.4.2 Misconduct, Managing Poor Performance (PMP) 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
- Difference between Misconduct and Performance related issues
- How to deal with Performance related Issues
- When to discipline performance related issues

3.4.3 Disciplinary Hearings

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

3.4.4 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

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- The earnings threshold in contracts
- Dismissal of an applicant before first working day
- Clauses relating to random and specific alcohol and drugs screening procedures / searches and polygraph examinations

3.4.5 Trade Unions/Workplace Forums
- Trade unions background
- Organizational rights background
- The role of the shop steward
- Reasonable paid time off work
- Disciplinary action against a shop steward

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

3.4.7 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 leave for examination or study purposes
- Written particulars of employment
- Information about remuneration
- Termination of employment
- **Regulation of working time Sec 7**
- **Night Work section 17**

3.4.8 Disclosure of information(Sec 16& 89) LRA
3.4.9 Specific matters for consultation (Sec 84) LRA

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3.4.10 Consultation (Sec 85) LRA

3.4.11 Right not to be unfairly dismissed or Subjected to unfair Labour Practice Sec 186 LRA

3.4.12 Meaning of dismissal and unfair Labour Practice Sec 186(2) LRA

3.4.13 Representation of employees or employers Sec 200) LRA

3.4.14 Right to strike and recourse to lockout Sec 64 sub sec 1,4 and 5 of LRA

3.5 The Service Provider must have capability to conduct training on Labour Relations programme based on and culminating participants to be competent on topics covered related to Labour Relations (66-1996) and Basic Condition 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, (7) Senior Specialists and four (4) Union representatives.

4.4 Conduct pre- and post-training evaluations and provide a detailed training report with 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. EVALUATION CRITERIA:

5.1 The evaluation criteria will be based on the following requirements:

- Phase 0: Administrative requirements
- Phase 1: Mandatory requirement
- Phase 2: Evaluation of Specific Goals and Price

6. ADMINISTRATIVE CRITERIA

6.1 ***Legislative Requirements (Phase 1)***

Bidder(s) must submit:

6.1.1 Completed and Signed RFQ Form Document

6.1.2 Quotation on the bidder's letterhead

6.1.3 Completed and Signed Standard Bidding Document **(SBD 4) Bidder's Disclosure.**

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Failure to comply with (or submit) the legislative requirements listed above will result in the bidder being non-responsive and result in disqualification.

6.2 Proof of registration on CSD ***(Central Supplier Database)***
6.3 Bidder must provide proof (BBBEE Certificate accredited by SANAS or BBBE
6.4 Department of Trade Industry (DTI) Sworn Affidavit template)

Failure to comply with the requirement above within 7 working days after being informed will lead to invalidation of your proposal.

7. Phase 1: MANDATORY CRITERIA

7.1 Facilitator Qualifications

The bidder must provide a CV of the proposed facilitator demonstrating that they hold a minimum **NQF Level 8 qualification**, specialising in **Labour Law**.

7.2 Facilitator Experience

The proposed facilitator must have a minimum of **ten (10) years' experience** in Employee Relations and/or Labour Law. The experience must be clearly reflected in the CV.

7.3 Company Experience

The bidder must submit a **company profile demonstrating experience** in providing Labour Law training or related Employee Relations training services.

7.4 Training Methodology

The bidder must submit a detailed **training methodology and programme outlining** the proposed approach, learning outcomes, training content, delivery method, and assessment methodology in line with the scope of work.

7.5 Reference Letters

The bidder must provide **three (3) contactable reference letters** from clients for whom Labour Law training, Employee Relations training, or similar services were rendered within the past **five (5) years**. The reference letters must:

- Be on the client's official letterhead;
- Be signed and dated;
- Include the client's contact details (email address and telephone or cellphone number); and
- Clearly indicate the nature of the services provided.

7.6 Valid Accreditation – Bidder must submit a valid accreditation.

NB: Failure to comply with the mandatory requirements will lead to disqualification

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8.1 No legal or other obligation shall arise between the service provider and INSETA unless/untilboth 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 theconduct of his sub-contractor employees for the full duration of the contract.

10. PREFERENCE EVALUATION

10.1 Specific Goals and Price

As the tender **price is estimated to be between R2001 and R50 million including VAT**, the tender responseswill be evaluated on the **80/20**-point system.

11. PRICING SCHEDULE

LABOUR RELATIONS TRAINING FOR 31 PEOPLE

ITEM	DESCRIPTION	QUANTITY	PRICE PER PERSON
1	Labour Relations Training	30	
2	Certificates of attendance	30	
3.	Other cost if applicable		
4	**TOTAL INCLUDING VAT**		

12. ADJUDICATION USING A POINT SYSTEM

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

12.2 Preference points shall be calculated after the process has been brought to a comparative basistaking 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 BBBEE, the successful bid must be the one scoring the highest number of preference points for BBBEE - 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 BBBEE, the successful bid must be the one scoring the highest scorefor functionality.

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

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13. POINTS AWARDED FOR PRICE AND BBBEE PREFERENCE POINT

The **80/20** preference point system.

A maximum of **80** points is allocated for price on the following basis:

$$Ps = 80 \left\{1 - \frac{(Pt - P\,min)}{P\,min}\right\}$$

Where:

Ps	=	Points scored for comparative price of bid under Consideration
Pt	=	Comparative price of bid under consideration
P min	=	Comparative price of lowest acceptable bid

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PECIFIC GOALS PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

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

*13.2 Where 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**

13.3 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 will be awarded

13.4 for specific goals is not claimed.

13.5 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 regarding preferences, in any manner required by the organ of state.

13.6 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.

13.7 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 regarding preferences, in any manner required by the organ of state.

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13.8 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.

13.9 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.

13.10 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.

Lead Partner

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

13.12.2 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

13.12.3 Partner

13.12.4 Proof of CSD registration.

13.12.5 Tax Pin.

13.12.6 BBBEE Sworn-Affidavit.

13.12.7 SBD 4

13.12.8 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 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.

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

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

13.13 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.

13.14 Unincorporated joint venture:

13.14.1 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.

15. 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

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- 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 Do 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 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.

16.4.4 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 based on cost effectiveness and the principle of value for money, not necessarily based on 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 ANONYMOUSLY REPORTING OF FRAUD

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

17.3 NOTES TO BIDDERS

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

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