inseta

INSURANCE SECTOR EDUCATION AND TRAINING AUTHORITY

EMPOWERED TO INFLUENCE AND INSPIRE!

BID NUMBER: TENDER-INS/2026/27/001

BID DESCRIPTION – APPOINTMENT OF A SERVICE PROVIDER TO RENDER BOARD SECRETARIAT SERVICES TO INSETA FOR A PERIOD OF THREE (3) YEARS.

INSETA calls for the appointment of a professional service provider to provide Board Secretariat Services to the Insurance Sector Education & Training Authority for a period of 3 years.

Tender documents will be available from **05 August 2026** from the following websites:

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

Compulsory Briefing session:
Date: **17 August 2026**
Time: 10:00 – 10:45
Bidders who wish to attend the briefing session must follow the invitation link to register for the webinar: Click Here

Closing Date: 27 August 2026 @11:00
Delivery: INSETA Office, 18 Fricker Road, Illovo, Sandton.

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

EMPOWERED TO **INFLUENCE** AND **INSPIRE!**

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BOARD SECRETARIAT 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 inschedule 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.

1.1 Therefore, the INSETA requires a suitability qualified service provider to render Board Secretariat Services to INSETA for a period of three (3) years.

2 LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A (downloadable GCC) published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA), as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.

2.2 The Special Conditions of Contract (SCC) are supplementary to those of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3 CURRENT /SITUATION ANALYSIS

3.1 INSETA currently outsources Board Secretariat Services. Therefore, INSETA has embarked on a process to appoint a service provider to render Board Secretariat services for a period of three (3) years.

4 SCOPE OF WORK

4.1 The objective of this bid is to appoint a suitably qualified service provider to render Board Secretariat Services to the INSETA Board and the Board's Sub-committees for the period of three (3) years.

4.2 The Board Secretary will render Board support to the INSETA by ensuring that the INSETA effectively and efficiently complies with the legal requirements relating to corporate governance and operations of the Board.

4.3 The Board Secretary is required to play a leading role in good governance by helping the Board and its Sub-Committees function effectively and in accordance with their Terms of Reference (ToR) and best practices.

4.4 The role requires the provision of support beyond scheduling meetings to proactively managing the agenda and ensuring the collation of high-quality, up-to-date information in advance of meetings.

4.5 The role of the Board Secretary services must enable the INSETA Board members to contribute fully to the Board and its sub-committee discussions and debates, and to enhance the Board's capability for good decision making.

4.2 **Technical approach**

The bidder must at least:

a) Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. Bidders are required to have the office equipment and the resource/s (which must include, but not be limited to, the following: laptop, internet and email connection, landline, own office with the basic office equipment). The service provider must be able to render services at INSETA offices as and when required. The bidder should identify any risks that might hinder delivery and indicate how they will avoid or overcome such problems.

b) Describe how the work will be carried out in terms of the key performance indicated on the terms of reference.

c) Describe the tasks, duties or functions to be performed by staff.

d) Details of office and office location that will service this contract as well as the capacity of the office to meet the requirements of this proposal including the time required at each to deliver in terms of the requirements of the Request for Proposal.

f) Provide a work plan of activities. In addition to providing details of the estimated number of hours for each activity, bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.

5 DELIVERABLES

5.1 The successful bidder will be required to sign a non-disclosure agreement for the duration of the contract period. The duties and responsibilities of the Board Secretariat will include amongst others:

The Board Secretariat will be required to manage Board and all Board Sub-Committees, including the below mentioned list of deliverables (but not limited to):

5.1.1 **Management of meetings and related administration**

a) Develop Annual Work Plans and schedules

b) In liaison with Board/Committee chair draft notices and Agendas for the meetings (i.e., Board, Audit Committee, Finance Committee, Executive Committee and HRR Committee).

c) Prepare and issue notices of meetings within the set time frames.

d) Preparation and distribution of packs within the set timeframes for the Board, Audit Committee, Finance Committee, Executive Committee and HRR Committee.

e) Keep audio recordings and prepare accurate minutes and action/decision logs of the meetings including in-committee minutes, as well as follow-up actions and report on matters arising.

f) Communicate the Board and sub-committee resolutions (including reference coding of each resolution for audit purposes) to relevant parties and prepares action sheets to this effect.

g) Ensure that actions requested by the Board are undertaken by the responsible executives and report back to the Board.

h) Ensure the INSETA Constitution and Committee charters/ToR are updated timeously, signed and distributed in line with the rules of the constitution.

i) Conduct a Board and Committee assessment.

j) Compile annual board calendar.

k) Annually obtain Board Member's declaration of interest and code of conduct.

l) Ensure compliance with applicable Corporate Governance prescripts and applicable legislation.

m) Manage requests from the Board and sub-committees.

n) Provide an administration support for the Board and management strategic sessions.

5.1.2 Board and Board sub-committee Information Sessions and Induction.

a) Arrange induction of the Board and its sub-committees in line with the INSETA policies and procedures.

b) Coordinate and provide training to board members on their fiduciary duties, corporate governance and relevant legislation.

5.1.3 Advisory Services

a) Provide general advice on legal, governance and compliance to the Board and the Chairperson.

b) Liaise with INSETA legal advisors and Executives managers on legal work required, litigation and other legal processes to advise the Board on.

c) Manage compliance with the PFMA and Electronic Communications Transactions Act regarding the meeting documentation and related legislative prescripts.

5.1.4 Reporting

a) Attend status meetings/progress update meetings/Management meetings to report on work done and work in harmony with the executive management team of INSETA.

b) Functionally report to the CEO and is accountable to the Board.

c) Compile presentations and reports for the Board and its sub-committees as and when required.

d) Provide a monthly report to the CEO on Board and Committee related activities.

5.1.5 Record Keeping:

a) Maintains statutory registers for INSETA (including but not limited to):

I. The register of Board and Board Committee members and index thereof.

II. Minutes and decision log.

III. Resolution Register.

IV. Retains and maintains the statutory registers for the company.

b) Assist in recording and capturing of all the Board and its sub-committees' activities as required by the Law.

c) Maintenance, safe-keeping and retrieval of the Board and its sub-committee records.

d) Ad-hoc Board and its sub-committees related assignments as determined by the CEO of INSETA as and when required.

5.2 Minimum Requirements

a) The prospective service provider must assign resources or staff who have the following experience and possess the following qualifications:

I. At least 7 years' experience in a Company Secretariat role in the public sector.

II. Must have an NQF level 8 qualification in Governance/Legal/Commerce

III. Must have a valid Chartered Governance Institute of Southern Africa (CGISA) membership.

IV. Experience in the SETA environment preferably.

b. The prospective service provider must assign resources or staff who have the following behavioural attributes

I. Good written, verbal communication and presentations

II. Report writing

III. Confidentiality and integrity

IV. Good understanding of administrative functions and meeting procedures

V. Ability to operate at the Executive Management level

VI. Ability to work under pressure and meet strict deadlines

VII. Computer Literacy

VIII. Good interpersonal skills and relationship-building skills

IX. Tolerant, motivated, enthusiastic, energetic, and assertive.

6 TIMEFRAMES

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

7 CONTRACTUAL OBLIGATION

7.1 The successful bidder will be required to enter into a Service Level Agreement (SLA) with measurable Key Performance Indicators (KPIs), performance targets, reporting frequencies and consequences for non-performance.

7.2 The successful bidder may be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).

7.3 The successful bidder will be required to sign a non-disclosure agreement for the duration of the contract period.

7.4 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.

7.5 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.

7.6 Bidder will be subjected to periodic review in terms of measuring satisfactory performance until contract is completed and shall invoke applicable penalties as per contract terms and conditions, where there is unsatisfactory performance.

8 UNSATISFACTORY PERFORMANCE

8.1 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.

8.2 The following shall be considered examples of unsatisfactory performance:

8.2.1 Failure to meet the agreed-upon deadlines.

8.2.2 Failure to deliver goods or services that meet the agreed-upon standards.

8.2.3 Failure to respond to client inquiries or issues in a timely manner.

8.2.4 Failure to maintain confidentiality or security of client information.

8.2.5 Gross negligence by the service provider or its employees.

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 in place.

9.2 The Contract site is at INSETA (as and when required).

10 WORKMEN AND SUPERVISION ON SITE

10.1 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.

11 EVALUATION CRITERIA

11.1 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.

11.2 **The evaluation criteria will be based on the following phases/requirements:**

11.2.1 Phase 0: Attendance of Compulsory Briefing Session

11.2.2 Phase 1: Legislative requirements

11.2.3 Phase 2: Technical Functionality (100 points) – The threshold of 70 points

11.2.4 Phase 3: Evaluation on Price and Specific Goals

12 COMPULSORY BRIEFING SESSION (Phase 0)

12.1 Bidders are required to attend the compulsory briefing session on the date and time specified.

Note: Failure to attend the compulsory briefing will result in automatic disqualification.

13 LEGISLATIVE REQUIREMENTS (Phase 1)

13.1 Bidder(s) must submit:

13.1.1 Completed and Signed Standard Bidding Document (**SBD 1) Procurement Invitation.**

13.1.2 Completed Standard Bidding Document **(SBD 3.1) Pricing Schedule – Annexure A** (to be submitted in a separate envelope).

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

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

13.2 The non-submission of the following legislative requirements will not lead to disqualification.

13.2.1 Completed and Signed Standard Bidding Document **(SBD 6.1) Preference Points Claim form.**

13.2.2 Bidder must provide valid **BBBEE Certificate or Sworn Affidavit.**

13.2.3 Central Supplier Database **(CSD)** Report.

- INSETA may contact bidders in case clarification is required in relation to paragraph 13.2.
- Failure to comply with the requirement above within 7 working days after being informed will lead to invalidation of your bid.

14 FUNCTIONAL EVALUATION CRITERIA (Phase 2)

14.1 The tender submission will be functionally evaluated out of **100 points – any bidder who scores less than minimum 70 points** will not be considered for further evaluation on Price and Specific Points on Phase 3.

<table>
<tr><th>DESCRIPTION</th><th>WEIGHT</th></tr>
<tr><td>Bidder Experience</td><td>40</td></tr>
<tr><td colspan="2">Bidders are required to demonstrate experience in terms of previous work done. Bidders must submit reference letters from different public institutions as evidence of related board secretariat work currently/previously conducted. Reference letters must be on 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 services conducted within the last five (5) years.
Note: Reference must be from different clients and not all from the same client. Should the submitted reference letters emanate from the same client, the submission will be scored as one submission.

• Four (4) and more reference letters with award/appointment letters or purchase orders = 40 points
• Three (3) reference letters with award/appointment letters or purchase orders = 30 points
• Two (2) reference letters with award/appointment letters or purchase orders = 20 points
• Non-compliance = 0 points

NB: Due diligence will be conducted against reference letters submitted and work performed for the referees (See section 18.1.1)</td></tr>
<tr><td>Board Secretary Resources Experience and Qualification</td><td>50</td></tr>
<tr><td colspan="2">The bidder must submit a detailed CV clearly demonstrating quantifiable number of years of experience as a Public Sector Board Secretariat. The names of the public sector institutions where the resource gained this experience must be reflected in the CV.

Bidders are to use the table below as a guide to demonstrate Public Sector Experience:</td></tr>
</table>

inseta
INSURANCE SECTOR EDUCATION AND TRAINING AUTHORITY

EMPOWERED TO **INFLUENCE** AND **INSPIRE!**

Public Sector Institution	Period of Service

1. **Experience = MAX 35 POINTS**

- Secretariat with 10 + years' Public Sector Board Secretary experience = **35 points**
- Secretariat with 7 – 9 years' Public Sector Board Secretary experience = **25 points**
- Secretariat with no Public Sector Board Secretary experience or experience is less than 7 years = **0 points**

2. **Qualification of the Secretariat = MAX 10 POINTS**

- Must have an NQF level 8 qualification in Governance/Legal/Commerce = **10 points**
- Non-compliance with the above = **0 points**

3. **Membership of the Secretariat = MAX 5 POINTS**

- Must have a valid membership to CGISA = **5 points**
- Non-compliance with the above = **0 points**

Methodology and a work Plan schedule	**10**
Bidder to provide a detailed methodology in line with the scope of work (section 3) and deliverables (section 4) presented. The methodology is to include but not limited to: • Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in Section 4 and 5 of the Terms of Reference = **5 points** • Including a work plan schedule = **5 points** • Non-compliance with the above = **0 points**	
TOTAL	**100**

14.2 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 3 – Price & Specific Goals.**

14.3 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**.**

15 Price and Specific Points Evaluation (Phase 3)

15.1 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.**

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

15.1.2 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**
Total points for Price and SPECIFIC GOALS	**100**

16 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:

(2) $Ps = 80 \times [1 - (Pt - Pmin) / Pmin]$

Where:

Ps = Points scored for comparative price of bid under Consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

(3) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(4) 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.

(5) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

17 SPECIFIC GOALS PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS

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

17.2 *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% • 0 points for 50% or less	(Maximum points = 6 points)
Women Ownership • 6 points for 75% - 100% • 3 points for 51% - 74% • 1 point for 1% - 50% • 0 points for 0%	(Maximum points = 6 points)
Youth Ownership • 5 points for 75% - 100% • 3 points for 51% - 74% • 1 point for 1% - 50% • 0 points for 0%	(Maximum points = 5 points)
Company-owned by People living with disabilities • 3 points for ownership by people living with disabilities • 0 points for no ownership by people living with disabilities	(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.*

17.3 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.

17.4 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.

17.5 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

17.6 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.

17.7 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points unless objective criteria justify the award to another bidder.

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

17.9 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.

17.10 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.

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

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 INSETA may, in addition to the above, employ any other appropriate method to conduct due diligence.

18.1.1.4 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.

18.1.1.5 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.

18.1.1.6 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 delignates 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

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 COMMUNICATION

20.1 Respondents are warned that a response will be disqualified should any attempt be made bya 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.

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

21 CONDITIONS TO BE OBSERVED WHEN BIDDING

21.1 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 bid 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:

21.2 Not evaluate and award a bid that do not comply strictly with this BID document.

21.3 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 theterms of reference.

21.4 Contact any bidder during the evaluation process, in order to clarify any information, withoutinforming any other bidders. During the evaluation process, no change in the content of the BID shall be sought, offered or permitted.

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

21.6 Should bidder(s) be selected for further negotiations, they will be chosen on the basis of theof cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

22 ANONYMOUSLY REPORTING OF FRAUD

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

23 COST OF BIDDING

23.1 The bidder shall bear all costs and expenses associated with preparation and submission ofits BID submission and the INSETA shall under no circumstances be responsible or liable forany such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

END OF TERMS OF REFERENCE DOCUMENT