

TERMS OF REFERENCE

DESCRIPTION

BID NUMBER: TENDER-INS/2023/24/001

BID DESCRIPTION – APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE EXECUTIVE AND LEADERSHIP COACHING AND MENTORING TO THE INSURANCE SECTOR TRAINING AND EDUCATION AUTHORITY (INSETA) EXECUTIVES AND MANAGERS FOR A PERIOD OF TWELVE (12) MONTHS.

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 to perform in accordance with the Skills Development Act (SDA), the Skills Development Levies Act (SDLA), the Public Finance Management Act (PFMA), any other relevant legislation and the Constitution.
- 1.2 The Insurance Sector Education and Training Authority (INSETA) therefore seeks to appoint a professional and competent, experienced, and accredited service provider to offer coaching and mentoring services for INSETA's five (5) Executives and twelve (12) Managers and five (5) senior specialists over a period of 12 months.

2 PROJECT OUTCOME

- 2.1 Coaching is a systematic process and not an event. The INSETA expects the coaching and mentoring services to lead to the following outcomes amongst others:
- 2.1.1 Cultivate personal and professional development by creating more opportunities to function more effectively as a leader and in a team.
 - 2.1.2 At the end of the 12 months the attendees must be able to coach and mentor their team members.
 - 2.1.3 Broaden the awareness and understanding of management in an emerging market, a continually transforming, complex and ambiguity laden environment.
 - 2.1.4 Allow participants to apply their learning to identify challenges on how the organisation can be taken forward to ensure sustainability.
 - 2.1.5 Provide a holistic approach to develop leadership mastery - Transformational leadership, Responsiveness, Collaborating.
 - 2.1.6 Manage change, uncertainty and ambiguity.
 - 2.1.7 Equip participants with the tools and techniques to create a positive and innovative organisational culture.

3. SCOPE OF WORK

- 3.1 The INSETA has identified a need for one-on-one Executive and Management coaching and mentoring services to be provided to INSETA. The objective is to enrich learning and development, to enhance INSETA's leadership impact and effectiveness to drive organizational culture and business performance.
- 3.2 The coaching and mentoring sessions/services must include the following:
- 3.2.1 Develop the coaching and mentoring plan for INSETA executives and managers. Coaching and mentoring sessions will be conducted monthly over a period of twelve months.

- 3.2.2 Executive and Management coaching and mentoring sessions will consist of One-on-One sessions and group/alignment sessions where required, sessions are to be face to face.
- 3.2.3 The service provider must conduct initial psychometric assessments and - 360-degree assessments to identify the developmental areas on which the coaching will be based on, and develop a personalised plan for each individual.
- 3.2.4 The implementation of the coaching and mentoring plan through sessions must focus on the specific competencies and areas identified as per the assessments.
- 3.2.5 Psychometric Assessments and 360-degree assessment to serve as an input in the individual coaching and mentoring sessions in terms of the personal developmental needs and plan.
- 3.2.6 360-degree assessments to be conducted at beginning of the programme and at the end of the coaching cycle.
- 3.2.7 Executives and Managers will receive an individual written report on the outcome of the assessments as well as a personalised individual plan.
- 3.2.8 Supply individual written reports on the outcome of the psychometric assessments and the 360-degree assessment to the participant and INSETA HR division at the beginning and at the end of the programme.
- 3.2.9 Guide & support Executives and Managers in developing a personalised development plan and performance contracting with the individual.
- 3.2.10 Monthly reporting on the progress made regarding the coaching and mentoring outcomes to the INSETA HR division.
- 3.2.11 Provide high level report to the CEO on a quarterly basis, and on a as and when required basis, on the overall impact of the coaching and mentoring services; and
- 3.2.12 A final close-out report to the INSETA HR division and CEO with recommendations at the end of the coaching and mentoring programme.

3.3 Mode Of Communication

- 3.3.1 The one-on-one sessions are to be conducted on face to face.
- 3.3.2 The group sessions can be a combination of face to face as well as virtual sessions.
- 3.3.3 The coaches and mentors are to be available for informal mentoring sessions during the implementation of the programme.

4 EXPECTED APPROACH AND DELIVERABLES:

- 4.1 12 face-to-face individual coaching sessions per year customised based on requirements of an individual.
- 4.2 12 informal individual mentoring sessions per year, customised based on requirements of an individual.
- 4.3 Group session – a minimum of 4 sessions is envisaged.
- 4.4 Triad/Triangular (coach, coachee and line manager) Coaching sessions – 2 per participant for the duration of the coaching and mentoring programme.
- 4.5 Bidder to provide a certificate of completion of the programme.

Board Members: Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Organised Employer), Ms. L. van der Merwe (Organised Employer), Ms. R.G. Govender (Organised Employer), Ms. P. Mendes (Organised Employer), Ms. Z. Motsa (Organised Employer), Mr. K.A.A. Sungay (Organised Employer), Mr. M. Soobramoney (Organised Labour), Mr. J.J.M. Mabena (Organised Labour), Ms. S.A. Anders (Organised Labour), Mr. C.B. Botha (Organised Labour), Ms. S.T. Dinyake (Organised Labour), Ms. N.B. Jonas (Organised Labour), Ms. F. Mabaso (Professional Bodies), Mr. S.M. Mpuru (Professional Bodies)

CEO: Ms. G. Mkhize

4.6 The bidder's proposal must include the following:

The proposal should describe the bidder's coaching and mentoring methodology, approach, and the conceptual basis and indicate how this would be implemented in relation to INSETA executives and managers. The approach and methodology must differentiate between group coaching and mentoring and Individual coaching and mentoring. This should include a description of how the coaches identifies areas of weakness and strength based on the assessments and prioritises the issues that would be addressed during the coaching and mentoring intervention. The bidder proposal must include CV's or profiles of a minimum of 6 (3:1 ratio) coaches.

5 PERFORMANCE MEASURES

- 5.1 The performance measures for the delivery of the coaching and mentoring services will be closely monitored by INSETA HR division.
- 5.2 The INSETA HR division will be responsible for the management of the Service Level Agreement.

6 REPORTING

- 6.1 The Service Provider will submit monthly and quarterly progress reports to the HR Manager, within 4 days after the end of each month and quarter for the duration of the programme.
- 6.2 The service provider will submit quarterly progress reports to the CEO and as and when necessary.
- 6.3 On completion of the programme, the service provider will within 30 days provide a final close of report.

7 CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

- 7.1 The Service Provider must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

8 TIMEFRAMES

- 8.1 The duration of the implementation of the project is 12 months however the duration of the contract will be 15 months including all administration.

9 CONTRACTUAL OBLIGATION

- 9.1 Bidders to fully complete SBD 3.1 including all applicable costs including VAT, with a fixed total price including all applicable licences and maintenance and support.
- 9.2 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.

- 9.3 Bidder will be subjected to annual review in terms of measuring satisfactory performance.
- 9.4 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 9.5 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 4 of 2014.

10 ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 10.1 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.
- 10.2 The Contract site is at INSETA (as and when required).

11 WORKMEN AND SUPERVISION ON SITE

- 11.1 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.

12 EVALUATION CRITERIA

- 12.1 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.

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

- Phase 0: Administrative requirements
- Phase 1: Mandatory requirement
- Phase 2: Technical Functionality (100 points) – The threshold of 70 points
- Phase 3: Evaluation on Price and Specific Goals

13 ADMINISTRATIVE REQUIREMENTS (Phase 0)

- 13.1 Bidder must submit proof of registration on CSD (**Central Supplier Database**).
- 13.2 Bidder must complete, sign and submit a Standard Bidding Document (SBD 1) Procurement Invitation;
- 13.3 Standard Bidding Document 3.1 (Annexure A – Pricing Schedule)
- 13.4 **Standard Bidding Document (SBD 4) Bidder's Disclosure;**
- 13.5 SBD 6.1 Preference Points Claim form.

14 MANDATORY CRITERIA (Phase 1)

- 14.1 The service provider must provide evidence certificate/s of registration or accreditation with organisations such as with Coaches and Mentors of South Africa (COMENSA) or International Coaching Federation (ICF) for coaches.
- 14.2 The practitioners who will be conducting the psychometric tests must be registered with the Health Professional Council of South Africa (HPCSA). *Bidder to provide a list of these practitioner(s) together with their proof of registration to HPCSA.*

Note: All bidders who do not comply with the items listed above will be disqualified.

15 FUNCTIONAL EVALUATION CRITERIA (Phase 2)

- 15.1 The tender submission will be functionally evaluated out of a **minimum of 100 points on Phase 2 – any bidder who scores less than 70** will not be considered for further evaluation (Phase 3).

Category	Description	Weight
Bidder experience in delivering mentoring and coaching services	<p>The bidder must provide a minimum of three (3) contactable reference letters, on official letterhead, from clients for whom they have successfully implemented Coaching and Mentoring services at executives and managers level within the last five (5) years, <i>an award/appointment letter or a purchase order must be provided <u>together</u> with the reference letter</i>). <i>Reference letters should ideally be from medium to large enterprises.</i></p> <ul style="list-style-type: none"> • Five (5) and more reference letters provided = 30 points • Three (3) to four (4) letters provided = 20 points • One (1) to two (2) reference letters provided = 10 points • Non-compliance/submission of reference letters = 0 points <p><i>Due diligence will be conducted against reference letters submitted.</i></p>	30
Capacity, Experience and Qualifications of the coaching and mentoring team	<p>The recommended leadership/executive coaches and mentors must be, in possession of a minimum of NQF level – 7 qualifications in Psychology / Business Management / Leadership Development / Human Resources. (Certified copies of the qualifications must be provided as part of the submission together with a list of all executive coaches).</p> <ul style="list-style-type: none"> • All 6 executive coaches have relevant NQF level 8 qualification = 15 points • Half the team of executive coaches have relevant NQF level 8 qualifications, and the other half have an NQF level 7 qualifications = 10 points • No proof of qualifications submitted, or qualifications submitted are irrelevant or are below NQF level 7 = 0 points 	15



EMPOWERED TO INFLUENCE EXECUTIVES	<p>The executive coaches must have a minimum of five (5) years' experience in leadership and executive coaching (a detailed CV must be provided).</p> <ul style="list-style-type: none"> All 6 executive coached have a minimum of 5 years' experience in coaching and mentoring at executive or management level = 30 points Half the team of executive coaches a minimum of 5 years' experience in coaching and mentoring at executive or management level and the other half have 5 years' experience in general coaching (not executive level) = 10 points No proof of CV's were submitted or the submitted CV's does not indicate the number the of years of experience or some of the team members have no experience in coaching = 0 points 	30
Methodology and Implementation Plan	<p>The bidder methodology should encompass various aspects including but not limited to:</p> <ol style="list-style-type: none"> <i>Coaching and mentoring methodology, approach,</i> <i>and the conceptual basis and indicate how this would be implemented in relation to INSETA executives and management.</i> The approach and methodology must differentiate between Team Coaching and Individual Coaching. This should include a description of how the coaches identifies areas of weakness and strength and prioritises the issues that would be addressed during the coaching intervention. <ul style="list-style-type: none"> A detailed methodology has been provided encompassing points (a) to (e) = 25 points A detailed methodology has been provided encompassing any 4 points (a) to (e) = 15 points No methodology has been provided or a detailed methodology has been provided encompassing less than 4 or none of the listed points = 0 points 	25
TOTAL		100

15.2 Bidders are required to pass the minimum threshold of **70 points** on the functional criteria to be considered for the final **phase 3** which is Price and Specific goals.

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

16 Price and Specific Points Evaluation (Phase 3)

16.1 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.**

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

16.1.2 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

17 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.

- 17.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 17.2 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

18 Consortium

18.1.1 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.

18.1.2 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 designates the rights and obligations of each member.

18.1.3 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 a RFQ/Bid process is such that the lead partner is identified and the following requirements are required as follows:

a) Lead Partner

- All administrative documents (consortium agreement between the lead partner and the partner)
- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfils the requirements of the bid through combination of skills)

b) Partner

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4

18.1.4 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.

18.1.5 Of importance is that in a consortium, each individual team members retain their identities.

18.2 A joint venture

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

18.3 Unincorporated joint venture:

18.3.1 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.

18.4 Incorporated joint venture:

18.4.1 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.

18.4.2 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

18.4.3 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

19 COMMUNICATION

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.**

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 COST OF BIDDING

- 21.1 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.

22 NOTE TO BIDDERS:

- 22.1 Due diligence to be conducted by INSETA prior to the award of the contract.

END OF TERMS OF REFERENCE DOCUMENT