

REQUEST FOR PROPOSAL (“RFP”)

APPOINTMENT OF A PANEL OF SUBJECT MATTER EXPERTS FOR ENERGY QUALIFICATIONS (ALL PROVINCES) FOR A PERIOD OF THREE (03) YEARS



Bid Number	EWSETA/RFP/03/2022-3
Bid Scope	APPOINTMENT OF A PANEL OF SUBJECT MATTER EXPERTS FOR ENERGY QUALIFICATIONS (ALL PROVINCES) FOR A PERIOD OF THREE (03) YEARS
Issue Date	FRIDAY 31 MARCH 2023
Non-compulsory Briefing Session	N/A
Closing Date for submission of bids	FRIDAY 28 APRIL 2023 at 11:00hours
Inquiries (All inquiries should be in writing)	scmadmin@ewseta.org.za

TABLE OF CONTENTS

1.	BACKGROUND INFORMATION	3
2.	OBJECTIVE	3
3.	SCOPE OF WORK.....	3
4	EVALUATION CRITERIA	4
5	NOTES TO BIDDERS	8
6	SUBMISSION OF BIDS	8
7	CLOSING DATE OF PROPOSAL	9
8	TENDER VALIDITY.....	9
9	FRAUD HOT-LINE	9
10	ANNEXURE 1 – SBD4 - BIDDER’S DISCLOSURE.....	10
11	ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT	13

1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (“EWSETA”) is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the energy and water sectors in the large, medium, small levy paying and non- levy paying companies across the sector.

This was because of government commitment to promote active labour market policies and is demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999. As guided by its mandate, the EWSETA is an agent of transformation by promoting employment equity and broad-based black economic empowerment (B-BBEE) through skills development. In this context, the EWSETA is keen to form sustainable partnerships and/or collaborations that will further promote its support for transformation.

EWSETA as the Quality Assurance Partner (QAP) is duly responsible to the Quality Council for Trades and Occupations (QCTO) for executing quality assurance activities for Energy Qualifications. EWSETA undertakes the responsibility of ensuring that Skills Development Providers adhere to the highest standards of quality when training and assessing learners.

2. OBJECTIVE

To ensure that training providers have the necessary resources, capabilities to deliver quality training, and adherence to Occupational Health and Safety Act (OHSA) and Department of Labour (DOL) requirements. The qualified Energy Expert will carry out the functions of monitoring and making recommendations to the Quality Assurance and Compliance Manager for the Accreditation, Re-Accreditation and De-Accreditation of Skills Development Providers who offer training within the scope of energy and closely related occupations.

3. SCOPE OF WORK

The EWSETA requires energy subject matter experts to assist with all energy related qualifications by conducting site visits, consultations and to provide reports for a period of three (03) years on behalf of EWSETA, nationally for the following:

3.1 Type of services

- 3.1.1 Accreditation site verification/ audit visits and recommendations.
- 3.1.2 Learning material evaluation.
- 3.1.3 Workplace site visits and recommendations.
- 3.1.4 Site monitoring and evaluation, which will cover and also include QCTO registered occupational qualifications.
- 3.1.5 Induction capacity building sessions (health & safety, introduction to electrical/energy best practice mentoring sessions);
- 3.1.6 External moderation.
- 3.1.7 Transfer of Skills to EWSETA practitioners for all areas stated above.
- 3.1.8 Provide a full inspection and provide a report on the following: Suitability of the skill development learning material, assessment tools and all additional criteria that will assist the AQP in capacity building, accrediting, monitoring and evaluation skills

- development providers and workplaces that would like to be accredited to offer or participate in utilization occupational qualifications within the scope of energy sector;
- 3.1.9 Project monitoring and reporting to EWSETA and;
 - 3.1.10 Conduct due diligence for discretionary grant committee.
 - 3.1.11 Attending meetings or workshops as may be delegated and reporting the outcomes thereof to EWSETA and other related activities as needed.

3.2 Terms of appointment

EWSETA does not guarantee that successful Bidders will receive work during the appointment term. Service providers will be used on an ad hoc basis as and when required.

3.3 Panel Utilisation

The Panel will be utilised as and when requirements arise and in accordance with the guidelines below:

- 3.3.1 Appointment onto the Panel will not guarantee any future work.
- 3.3.2 EWSETA will utilise the Panel in a manner which promotes transparency, fairness and equal opportunity in the utilisation and management of the Panel.
- 3.3.3 Bidders may further be categorised into their areas of specialisation based on their field of expertise based on their technical proposals. Once a service provider is on the panel, work will be allocated on a rotational basis depending on the category each bidder is allocated into.

3.4 Duration of the panel

The Panel will be valid for a period of three (3) years.

4 EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

Prospective bidders must comply with the requirements and submit all required documents indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

- 4.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration with CSD.
- 4.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 4.1.1.3 In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

4.1.2 Non-compulsory documents

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria may be disqualified.

- 4.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin. A prospective bidder must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 4.1.2.2 Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that points for specific goals are not claimed and will therefore be allocated zero (0) points.

4.2 Stage 2: Technical/Functionality

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of **75 points** (out of the 100 points), i.e., **75%**, for Functionality in order to qualify to proceed to Stage 3 of the evaluation process.

Criteria	Scoring	Weighted score
<p>Reference letters from previous clients within the energy sector as evidence of work previously conducted as a Subject Matter Expert / Assessor / Moderator.</p> <p>NB: The Reference Letter(s) must not be older than 5 years, must be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the related work conducted, year(s) conducted and completed, contactable reference name and contact details, and be signed by the appropriate delegate. Only references indicating work successfully rendered will be accepted. EWSETA reserves the right to contact the referee</p>	<p>3 or more relevant reference letters attached = 35 points</p> <p>2 relevant reference letter attached = 20 points</p> <p>1 relevant reference letter attached = 10 points</p> <p>No or unsatisfactory reference letter(s) attached = 0 points</p>	<p>35</p>

<p>Qualifications/professional certification</p> <p>Bidders must attach relevant certified copies of highest qualifications, certificate or proof of registration as an artisan in the energy related qualifications.</p> <p>Certification may not be older than 6 months. Uncertified qualification / professional certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.</p>	<p>Qualifications</p> <p>Relevant electrical engineering / renewables qualification or proof of registration as an electrician / artisan = 30 points</p> <p>Relevant training certificate in energy (electrical / renewables) = 20 points</p> <p>No or irrelevant qualification/ certificate = 0 points</p>	<p>30</p>
<p>Experience:</p> <p>The potential bidder must attach brief CV indicating relevant experience within energy (electrical / renewables) sector as a subject matter expert , conducting site visits,</p>	<p>Experience</p> <p>5 years or more relevant industry experience = 20 points</p> <p>Proof of registration as an assessor, facilitator, or moderator = 15points</p>	<p>35</p>
<p>TOTAL</p>		<p>100</p>

4.3 Pricing and specific goals Stage

4.3.1 Points awarded for specific goals

- 4.3.1.1 No financial proposals will be expected from bidders, instead, a standard price will be offered to all successful bidders.
- 4.3.1.2 Pricing is fixed at R10,500 inclusive of vat for a full site visit audit. Other services will be pro-rated.
- 4.3.1.3 EWSETA reserves the right to enter into negotiations with successful bidders on the offered price.
- 4.3.1.4 Since this is a panel appointment, price will not be assessed, only Technical and Specific Goals scores to determine/approve panellists. The allocation of work to approved panellists.

4.3.2 Points awarded for specific goals

- 4.3.2.1 For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

Specific goals:	Points
Minimum B-BBEE Status level 4 contribution	20
Total points for Price and Specific goals	20

The following table must be used to calculate the score out of 20 for specific points

B-BBEE Status Level of contributor	Points allocated for specific goals
1	20
2	15
3	10
4	5
Less than B-BBEE level contributor	0

- 4.3.2.2 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims;
- 4.3.2.3 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.
- 4.3.2.4 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but will only score 0 points for the specific goals.
- 4.3.2.5 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate/ affidavit for every separate bid;
- 4.3.2.6 EWSETA 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 specific goals, in any manner required by the EWSETA.

4.3.3 AWARD

- 4.3.3.1 The award will be calculated as follows:
 - a. **80 points** are awarded for functionality. Bidders who meet the minimum functionality score of 75% will be allocated 80 points.
 - b. **20 points** are awarded for specific goals
- 4.3.3.2 The points scored in respect of specific goals will be added to the points scored for functionality.
- 4.3.3.3 Only bidders that have meet or exceeded a weighted score of **85 points** will qualify to be appointed on the Panel of Service Providers.

5 NOTES TO BIDDERS

Outlined below are basic requirements that each bid must comply with. Failure of any bid to meet any or all of these requirements may disqualify such a bid from the evaluation process:

- 5.1 A prospective bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after **11:00 o'clock** on/after the closing date.
- 5.4 The lowest, or any tender will not necessarily be accepted and EWSETA reserves the right to accept any tender either in whole or in part.
- 5.5 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.6 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations and price or not to make any appointment at all.
- 5.7 EWSETA will not make upfront payments.
- 5.8 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 5.9 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or her/his written authorised delegate.
- 5.10 A probation period of 30 days will apply to the agreement and a penalty regime system in the maintenance addressing recourse by the supplier or EWSETA will be implemented.
- 5.11 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder and may potentially have legal ramifications.
- 5.12 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.
- 5.13 Nothing, as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her delegated authority.
- 5.14 **Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA.**

6 SUBMISSION OF BIDS

Bidders are required to submit their proposals (**1 original and 2 copies**) to the following address:

EWSETA, Ground Floor
22 Wellington Road
Parktown, Johannesburg

7 CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Friday, 28 April 2023 not later than 11H00 o'clock**. Please note that no late proposals will be considered.

8 TENDER VALIDITY

This RFQ shall be valid for 90 days calculated from Bid closing date.

9 FRAUD HOT-LINE

EWSETA subscribes to fair and just administrative processes. EWSETA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205

Email: ewseta@tip-offs.com

Or visit their website www.tip-offs.com

10 ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/ NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

11 ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

General

EWSETA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSETA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

Warranty

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by EWSETA.

Indemnity

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by EWSETA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

Termination

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.