

REQUEST FOR QUOTATION (“RFQ”)

PROVISION FOR LABOUR RELATIONS SUPPORT SERVICES



Bid Number	EWSETA/RFQ/047/2022
Bid Scope	PROVISION FOR LABOUR RELATIONS SUPPORT SERVICES
Issue Date	FRIDAY 05 AUGUST 2022
Closing Date for submission of bids	FRIDAY 12 AUGUST 2022 at 13:00hours
Inquiries (all inquiries should be in writing)	<u>scmadmin@ewseta.org.za</u>

TABLE OF CONTENTS

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

1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is one of 21 SETAs established in terms of Section 9 of the Skills Development Act, 97 of 1998, as amended and reports to the Minister of the Department of Higher Education, Science and Technology.

Our mandate is to anticipate, build and manage the skills development and training needs of the energy and water services sectors through strategic skills planning within the context of the National Skills Development Plan 2030 implemented on 1 April 2020.

2. OBJECTIVE

The objective of the project is to appoint a Labour Relations Specialist/Consultant to assist the organization with adhoc Labour Relations matters such as Disciplinary Enquiries, Union negotiations, CCMA Matters, Labour required consultations as required by LRA and related employment Law etc.

3. SCOPE OF WORK

A competent successful service provider should be experienced in delivering the following:

1) Attending Union Negotiations and concluding agreements within a stipulated timeframe.
2) Preparing, Investigating, Reporting and Conducting Disciplinary Enquiries.
3) Preparing for CCMA cases and representing EWSETA where necessary.
4) Establishing the necessary Committees and Forums for a healthy Labour Relations environment.
5) Advising Management accordingly on Labour Relation's queries in accordance with all applicable laws and governing frameworks.
6) Conducting workshops and simulations with Management (for example, conducting a Disciplinary Hearing simulation).
7) Support the EWSTA with Labour Consultations as and when required.

EWSETA HR Department will furnish the successful bidder with all relevant and necessary documents at the commencement of the engagement.

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 preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a 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 **70 points** (out of the 100 points), i.e. 70%, for Functionality in order to qualify to proceed to the next stage of the evaluation process, demonstration/interview session.

CRITERIA

The service provider is to meet the below criteria which is applicable to the bid to be submitted to the EWSETA.

Criteria	Scoring	Weighted score
Reference letters from different public sector clients as evidence of <u>related</u> services successfully completed <i>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 name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered.</i>	3 letters attached = 30 points 2 letters attached = 20 points 1 letter attached = 10 points No reference letters attached / unsatisfactory services rendered = 0 points	30
	Reference letter indicating relevant SETA experience = 10 points	10
Experience of a lead consultant who will be undertaking the support services	Experience Experience includes: 10+years in Labour Relations Fraternity= 30 points 5 – 9 years' experience in labour relations fraternity = 20 points Less than 5 years' experience in labour relations fraternity = 0 points Additional 10 points will be allocated for having SETA experience	40
Qualifications of the Lead Consultant who will be undertaking and executing all related functions of the work. Qualifications: Minimum honours degree in labour related studies NB. Bidders must attach certified copies of qualifications (certified copies must not be older than 6 months and a clear date stamp is required). Uncertified qualification certificates will not be accepted and will therefore not score any points.	Qualifications Honour's degree in Labour related studies = 20 points Bachelor's Degree in labour related studies = 10 points <u>Irrelevant qualifications = 0 points</u>	20
TOTAL AVAILABLE POINTS		100

4.3 Pricing and preference points Stage

4.3.1 Preference Points

For purpose of evaluating preference points, the following preference point systems will be applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- The points scored in respect of B-BBEE contribution will be added to the points scored for price.
- The following formula will be used to calculate the points for Price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of proposal or quotation

P_t = Comparative price of proposal or offer

P_{\min} = Comparative price of lowest acceptable proposal or offer

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

B-BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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;

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 may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid;

A bidder 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 capability and ability to execute the sub-contract.

4.3.2 Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs.

Item	Rate Excl. vat	Rate incl. vat
Hourly rate	R	R
Daily Rate	R	R
No show – in the event a meeting is abruptly cancelled	R	R
Total	R	

Pricing schedule is compulsory and failure to complete same in prescribed above and without alterations may result in disqualification of the bid during the financial evaluation process. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.

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:

- 9.1 A prospective bidders must ensure that 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.
- 9.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 9.3 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.
- 9.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 9.5 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.
- 9.6 EWSETA will not make upfront payments.
- 9.7 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 9.8 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.

- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA.**

6. SUB-CONTRACTING

A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer 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 tenderer qualifies for unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

7. SUBMISSION OF BIDS

Bidders are required to submit their proposals to scmadmin@ewseta.org.za

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Friday, 12 August 2022 not later than 13H00 o'clock**. Please note that no late proposals will be considered.

9. TENDER VALIDITY

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

10. 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

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.

12. 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