

# REQUEST FOR QUOTATION (“RFQ”)

## PROVISION OF POST IMPLEMENTATION REVIEW SERVICES



<b>Bid Number</b>	EWSETA/RFQ/050/2023
<b>Bid Scope</b>	PROVISION OF POST IMPLEMENTATION REVIEW SERVICES
<b>Issue Date</b>	THURSDAY 14 SEPTEMBER 2023
<b>Non-compulsory Briefing Session</b>	N/A
<b>Closing Date for submission of bids</b>	THURSDAY 21 SEPTEMBER 2023
<b>Inquiries</b> (all inquiries should be in writing)	<a href="mailto:scmadmin@ewseta.org.za">scmadmin@ewseta.org.za</a>

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## **1. BACKGROUND INFORMATION**

The Energy and Water Sector Education and Training Authority (“EWSETA”) is a statutory body established through the Skills Development Act No. 97 of 1998 (the Act).

The EWSETA supports stakeholders in advancing the national and global position of the energy and water sectors through large, medium, and small companies, which include levy and non-levy paying entities.

In August 2015, the EWSETA initiated a national skills development project targeted at skills development for 15,000 learners in the water sector. The project was implemented with a National Department as funder, an appointed project management company and another public entity as implementing agent.

The project is now nearing completion.

## **2. OBJECTIVE**

The EWSETA is seeking to appoint a suitable qualified service provider with the required expertise to conduct a post implementation review of the project in line with the requirements herein stipulated.

The purpose of the review is to ensure that the EWSETA has the relevant information to assess the project performance against the initial objectives, and successfully implement future projects of similar magnitude.

The review is expected to be conducted from September 2023 and will take two-to-three months to complete.

## **3. SCOPE OF WORK**

The service provider will conduct an in-depth analysis of the skills development project that includes, but is not limited to, the following:

### **3.1. The Rationale and Objectives of the Project**

- 3.1.1 Review of the service level agreement, project reports, media reports, learner contracts and any other relevant documentation.
- 3.1.2 Conducting interviews with relevant involved government agencies, EWSETA employees/past employees and individuals who were recruited to be trained, and others, as required.
- 3.1.3 Analyse available data and/or databases, as required.

### **3.2. Obtain an understanding of the process used to implement the project specifically related to:**

- 3.2.1 The recruitment of learners
- 3.2.2 Appointment of a project manager
- 3.2.3 Appointment of skills development providers
- 3.2.4 Planning and delivery of training
- 3.2.5 Assessment and certification practices and
- 3.2.6 The overall administration of the project.

### **3.3. Produce a report analysing the success for the project:**

- 3.3.1 All findings and recommendations must be evidence-based.
- 3.3.2 Provide key findings.
- 3.3.3 Document in-depth insights.
- 3.3.4 Make appropriate evidence-based recommendations.
- 3.3.5 Use an approved EWSETA reporting template.

***All work produced and emanating from this review remain the property of the EWSETA and is therefore subject to a signed Service Level Agreement (SLA), and/or any such agreement entered between the EWSETA and the appointed service provider.***

## **4. METHODOLOGY**

The service provider must design and apply tools which will result in the collection, analysis and interpretation of verifiable and credible data and information based on the study/evaluation conducted. Additionally, the following, but not necessarily limited to, must be included:

- Surveys
- Interviews with key stakeholders
- Professional data analyses and syntheses, etc.

It is incumbent upon the appointed service provider to ensure integrity, ethical best practices, and adherence to all legal prescripts (e.g., the Protection of Personal Information (POPI) Act, etc.) when contacting stakeholders and collecting and handling data and information.

## **5. DELIVERABLES**

**5.1 Project Plan:** The appointed service provider must submit a Post Implementation Review project plan. The project plan must include the project approach, timelines, milestones, team structure (including roles and responsibilities), reporting protocols, communication protocols, risk management plan, and other areas of the project plan as required by the EWSETA.

**5.2 Draft Report:** The appointed service provider must deliver a draft Post Implementation Review report in line with all EWSETA requirements and in accordance with the service



level agreement (SLA) and/or memorandum of agreement (MOA) entered between the EWSETA and the appointed service provider.

**5.3 Final report:** The appointed service provider must deliver an edited, (final) Post Implementation report in line with all EWSETA requirements and in accordance with the service level agreement (SLA) entered between the EWSETA and the appointed service provider.

***Note: Any documents submitted and deemed by the EWSETA to be unsatisfactory in nature, scope, quality, writing style, grammar, presentation, etc., will not be accepted by the EWSETA and may result in non-payment of the final (edited) post implementation review report.***

## **6. EVALUATION CRITERIA**

### **6.1. Stage 1: Pre-Qualification Criteria**

#### **6.1.1. 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.**

- 6.1.1.1. 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.
- 6.1.1.2. Completed and signed Standard Bidding Documents attached to the bid.
- 6.1.1.3. 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.

#### **6.1.2. 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.**

- 6.1.2.1. 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.

6.1.2.2. Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the specific goals provided that the legal entity submits a valid 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.

## 6.2. 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.

The Bidder must provide a detailed explanation of the methodology and project implementation plan which details how the service will be carried out as outlined in the scope. The project plan must have deliverables and timeframes.

Description	Scoring	Weighted score
<p><b>Reference Letters</b></p> <p>Reference Letters from public institutions as evidence of related project management services previously and successfully conducted. The work done must include project initiation, monitoring, reporting and finance.</p> <p><b>NB: The Reference Letter(s) must not be older than 5 years in the letterhead of the previously serviced client and should reflect at least name of the client, description of the project, year conducted, year completed, contactable reference name and contact details</b></p>	<p><b>Experience in project management: in skills development landscape</b></p> <p>3 valid reference letters = <b>20 points</b></p> <p>2 valid letters attached = <b>10 points</b></p> <p>1 valid letter attached = <b>5 points</b></p> <p>No valid reference letters attached = <b>0 points</b></p>	20
	<p><b>Demonstrated experience in the South African SETA landscape.</b></p> <p>Reference letter(s) of the project leader/bidding company as evidence of work previously and successfully concluded in the SETA landscape = <b>10 points</b></p>	10
	<p><b>Education experience:</b></p> <p>Reference letter(s) as evidence of work previously and successfully concluded in the South African Education landscape = <b>10 points</b></p>	10
<p><b>Project Manager and Support Consultant Experience</b></p> <p>CV for the proposed Project Manager and Support Consultant that will be responsible for undertaking the function at EWSETA.</p>	<p><b>Project Manager</b></p> <p>7+ years' project management experience = <b>10 points</b></p> <p>5 – 6 years' project management experience = <b>5 points</b></p>	10
	<p><b>Project support consultant</b></p> <p>5 – 6 years' project management experience = <b>10 points</b></p>	10

Description	Scoring	Weighted score
	2 - 5 years of project management experience = <b>5 points</b> Less than 5 years' project management experience = <b>0 points</b>	
<b>Qualifications/professional certification of the team</b>  Bidders must attach relevant certified copies of highest qualifications/ certifications. Qualifications 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	<b>Qualifications / Relevant degree in project management</b>  Project Manager = <b>5 points</b> Support Consultant = <b>5 points</b> No or irrelevant qualification / certificate = <b>0 points</b>	10
	PMBOK / Prince2 Certification for Project Leader = <b>5 points</b>	5
<b>Project Implementation Methodology</b>  Bidders must describe their proposed actions (methodology) to be employed to implement this project based on the scope of work and the nature of the organisation.	<b>Bidder's project methodology outlines the below listed requirements:</b>  Demonstrates understanding of the sector = <b>up to 5 points</b> Demonstrates understanding of the SETA = <b>up to 5 points</b> Methodology is aligned to the scope of work and is adaptable internally = <b>up to 10 points</b> Inclusion of a project plan and its dependencies = <b>5 points</b>	25
<b>Total</b>		<b>100</b>

### 6.3. Stage 3: Pricing and Specific Goals Stage

- 6.3.1 The applicable preference point system for this tender is the 80/20 preference points system; 80 points are awarded for price and 20 points are awarded for specific goals.
- 6.3.2 The points scored in respect of specific goals will be added to the points scored for price.
- 6.3.3 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<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

**6.4. Points awarded for specific goals**

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.**

	Points
Price	80
<b>Specific goals:</b>	
B-BBEE Status level contribution	20
Total points for Price and Specific goals	100

The following table must be used to calculate the score out of 20 for BBBEE status level contribution.

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

- 6.4.1 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.
- 6.4.2 A tenderer failing to submit proof of the B-BBEE status level of the 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.
- 6.4.3 A trust, consortium, or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder.
- 6.4.4 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.

### 6.5. Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. **Bidders are required to submit financial proposals as per the table below on a company.**

Description	Rate Per hour
Provision of a Post-Implementation review report	R
VAT	R
<b>Total Amount inclusive of VAT</b>	<b>R</b>

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.

## 7. 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:

- 7.1. 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.
- 7.2. The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 7.3. Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 13:00 o'clock on/after the closing date.
- 7.4. EWSETA does not bind itself into making an appointment from proposals and offers received.
- 7.5. 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.
- 7.6. EWSETA will not make upfront payments.
- 7.7. Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 7.8. 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.
- 7.9. 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.
- 7.10. 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.
- 7.11. 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.
- 7.12. 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.
- 7.13. **Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA.**

## 8. SUBMISSION OF BIDS

Bidders are required to submit their proposals to [scmadmin@ewseta.org.za](mailto:scmadmin@ewseta.org.za)

## 9. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Thursday, 21 September 2023 not later than 13H00 o'clock**. Please note that no late proposals will be considered.

## 10. TENDER VALIDITY

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

## 11. 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](mailto:ewseta@tip-offs.com)

Or visit their website [www.tip-offs.com](http://www.tip-offs.com)

## **12. ANNEXURE 1 - 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.

### 13. ANNEXURE 2 – 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 interest<sup>1</sup> 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

<sup>1</sup> 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 consortium<sup>2</sup> 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.
- 3.5 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.

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<sup>2</sup> 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.

- 3.6 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.
- 3.7 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