

## **ANNEXURE A**



**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR EDUCATION, TRAINING & DEVELOPMENT (ETD) CAPACITY BUILDING PROGRAMMES AS PER FP&M SETA REGIONS (GAUTENG, KZN & WC**

**JHB-FPMS-06-23-24**

**Date Issued: 14 Dec 2023**

**Closing Date: 31 Jan 2024**

**Time: 11:00am**

**Bid Validity Period: 120 Days**

**TENDER TO BE SUBMITTED AT THE FOLLOWING ADDRESS:**

**Thynk Park, 1<sup>st</sup> Floor, 8 Summit Road, Dunkeld West, Randburg, 2196**

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## **1. INTRODUCTION**

The Fibre Processing and Manufacturing (FP&M) SETA was established in terms of the Skills Development Act of 1998.

The FP&M SETA is accredited as a quality assuring body by the South African Qualification Authority, in terms of regulation R1127 wherein the FP&M SETA is required to perform the following functions:

- a. accredit constituent providers for specific standards or qualifications registered on the National Qualifications Framework.
- b. promote quality amongst constituent providers.
- c. monitor provision by constituent providers.
- d. evaluate assessment and facilitation of moderation among constituent providers.
- e. register constituent assessors for specified registered standards or qualifications in terms of the criteria established for this purpose.
- f. take responsibility for the certification of constituent learners.
- g. develop a sector skills plan within a framework of the National Skills Development Strategy
- h. plan and report on the implementation of its SSP and service level agreement
- i. approve Workplace Skills Plans
- j. disburse mandatory and discretionary grants.

## **2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

To establish an independent and objective Public Relations Management Services in terms with Section 27 of the Treasury Regulations prescribed in terms of Section 76 of the PFMA. The appointed service provider is expected to carry out the mandate of the Education Training and Development Capacity Building Function in terms of the SETA's.

## **3. LEGISLATIVE FRAMEWORK OF THE BID**

### **3.1. Tax Legislation**

**3.1.1.** Bidder(s) must be compliant when submitting a proposal to FP&M SETA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

**3.1.2.** It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

**3.1.3.** The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

**3.1.4.** It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

**3.1.5.** Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

**3.1.6.** Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### 3.2. Procurement Legislation

The FP&M SETA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### 3.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

#### 4. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal	14 Dec 2023
Non-Compulsory Briefing Session Online: Join on your computer, mobile app or room device  Click here to join the meeting  Meeting ID: 395 950 201 858 Passcode: zxnZvm  Download Teams   Join on the web	15 Jan 2024 at 10:00 am
Closing Date for Questions and Answers relating to bid from bidder(s)	23 Jan 2024 at 16:00pm
Bid closing date	31 Jan 2024 at 11:00 am
Enquiries must be sent in writing to the following email addresses	<a href="mailto:MarjorieD2@FPMSeta.org.za">MarjorieD2@FPMSeta.org.za</a> <a href="mailto:tenders@fpmseta.org.za">tenders@fpmseta.org.za</a>
Notice to bidder(s)	FP&M SETA will endeavor to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the FP&M SETA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the FP&M SETA to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the FP&M SETA extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

#### 5. CONTACT AND COMMUNICATION

**5.1.** A nominated official of the bidder(s) can make enquiries in writing, to Supply Chain Management in writing to [tenders@fpmseta.org.za](mailto:tenders@fpmseta.org.za) The bid reference number must be mentioned in all correspondence.

**5.2.** The delegated office of the FP&M SETA may communicate with Bidder(s) where clarity is sought in the bid proposal.

**5.3.** Any communication to an official or a person acting in an advisory capacity for the FP&M SETA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

**5.4.** All communication between the Bidder(s) and the FP&M SETA must be done in writing.

**5.5.** Whilst all due care has been taken in connection with the preparation of this bid, the FP&M SETA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The FP&M SETA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

**5.6.** If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the FP&M SETA (other than minor clerical matters), the Bidder(s) must promptly notify the FP&M SETA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the FP&M SETA an opportunity to consider what corrective action is necessary (if any).

**5.7.** Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the FP&M SETA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

**5.8.** All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **6. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **7. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## 8. FRONTING

**8.1.** Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

**8.2.** The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the FP&M SETA may have against the Bidder / contractor concerned.

## 9. SUPPLIER DUE DILIGENCE

The FP&M SETA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## 10. SUBMISSION OF PROPOSALS

**10.1.** Bid documents must be placed in the tender box at the FP&M SETA Offices, Reception Area, 8 Summit Road, 1st Floor, Dunkeld West, Johannesburg 2169 on the closing date at 11:00am or before the closing date between 9am to 3pm.

**10.2.** Bid documents will only be considered if received by the FP&M SETA before the closing date and time.

**10.3.** The bidder(s) are required to submit **Two (2)** copies of tender documents 1: **one (1)** original and **one (1)** duplicate and submit **One (1)** electronic version copy of tender document. **2 Two** price quotation (sealed separately) **(1) one** original and **(1) one**, duplicate and submit **(1)** electronic version Example: USB or Disk with content of each file by the Closing date **31 Jan 2024 at 11:00am**. Each file and USB must be marked correctly and sealed separately for ease of reference. Furthermore, the file and information in the USB must be labelled and submitted in the following format:



<b>Exhibit 1:</b> <b>Pre-qualification documents</b> <i>(Refer to Section 13.5-Phase 1: Pre-qualification Criteria (Table 1))</i>	<b>Exhibit 1:</b> Pricing Schedule <i>(Refer to Section 13-6 Pricing Proposal)</i>
<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• Technical Responses and Bidder Compliance checklist for Technical Evaluation (Mandatory &amp; Functionality)</li> <li>• Supporting documents for technical responses. <i>(Refer to Section 13-5 - Phase 2: Technical Evaluation Criteria)</i></li> </ul>	
<b>Exhibit 3:</b> <ul style="list-style-type: none"> <li>• General Conditions of Contract (GCC)</li> </ul>	
<b>Exhibit 4:</b> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

**10.4.** Bidders are requested to initial each page of the tender document on the top right-hand corner.

## **11. PRESENTATION /SITE VISIT DUE DILIGENCE**

The FP&M SETA reserves the right to request presentations/site visit from the short-listed Bidders as part of the bid evaluation process.

## **12. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a **period of 12 months** after signing of a contract by the successful bidder. All work is to be carried out in accordance with the time schedule as agreed with the FP&M SETA.

## **13. TERMS OF REFERENCE**

### **13.1. BACKGROUND**

The Fibre, Processing & Manufacturing SETA (FP&M) was established by the Minister of Higher Education and Training on 01 April 2011 and re-established until the end to 31 March 2030.

The FP&M SETA is classified as a National Public Entity under Section C of Schedule 3A of the Public Finance Management Act of 1999 (PFMA).

The Fiber Processing and Manufacturing (FP&M) SETA was established in terms of the Skills Development Act of 1998. The FP&M SETA is accredited as a quality assuring body by the South African Qualification Authority, in terms of regulation R1127 wherein the FP&M SETA is required to perform the following functions:

- a. accredit constituent providers for specific standards or qualifications.
- b. registered on the National Qualifications Framework.
- b. promote quality amongst constituent providers.
- c. monitor provision by constituent providers.
- d. evaluates assessment and facilitation of moderation among constituents providers.
- e. registers constituent assessors for specified registered standards or qualifications in terms of the criteria established for this purpose.
- f. take responsibility for the certification of constituent learners.
- g. develops a sector skills plan within a framework of the National Skills Development Strategy
- h. plan and report on the implementation of its SSP and service level agreement
- i. approves Workplace Skills Plans
- j. disburses mandatory and discretionary grants.

For FP&M SETA to perform the functions, it is necessary to build capacity within the sector to ensure that the sector has sufficient, qualified ETD Practitioners to support the efficient implementation of the FP&M SETA functions.

The FP&M SETA wishes to roll out the **ETD Programs** in four areas listed below.

- a. **Assessor Training**
- b. **Moderator Training**
- c. **Facilitator Training**
- d. **Mentoring and Coaching Training**

## **2. ETD CAPACITY BUILDING PROGRAMMES**

### **2.1 ASSESSOR, MODERATOR AND FACILITATOR TRAINING**

The FP&M SETA has registered QCTO qualifications, and a few providers have started with the accreditation processes. To facilitate the move to the QCTO, the FP&M SETA has taken the initiative to train sector Subject Matter Experts (SMEs) who are in the ETD field on the Assessor, Moderator and Facilitator skills programs to ensure that newly trained ETD practitioners are skilled in the QCTO programs delivery, assessment, and moderation in line with relevant QCTO policies, procedures, and processes.

### 2.1.1 ASSESSOR TRAINING

- **Unit Standard: 115753:** Conduct Outcomes Based Assessments

### 2.1.2 MODERATOR TRAINING

- **Unit Standard: 115759:** Conduct Moderation of Outcomes Based Assessments

### 2.1.3 FACILITATOR TRAINING

- **Unit Standard: 117871:** Facilitate learning using a variety of methodologies.

## 2.2 MENTORING AND COACHING TRAINING

The FP&M SETA has registered QCTO qualifications, and a few providers have started with the accreditation processes. To facilitate the move to the QCTO, the FP&M SETA has taken the initiative to train FP&M SETA member companies/stakeholders in mentoring and coaching to build capacity within the workplaces to effectively deliver the work experience component of the QCTO learning programs.

### 2.2.1 MENTORING AND COACHING TRAINING

- **Unit Standard: 114215:** Mentor a colleague to enhance the individual's knowledge, skills, values, and attitudes in a selected career path.
- **Unit Standard: 117877:** Perform one-to-one training on the job.

## 13.2. PROJECT PURPOSE AND OBJECTIVES

To establish an independent and objectives of ETD Service for the organization in terms of Section 27 of the Treasury Regulations prescribed in terms of Section 76 of the PFMA. The appointed service provider is expected to carry out the mandate of Education Training & Development services function in terms of the SETA.

The project goal is to train ETD Practitioners (accredited training providers and TVETs) and on the identified programs to enhance quality in QCTO learning delivery, assessment and moderation provider functions and to build capacity of workplace and TVET mentors and coaches to effectively deliver the work experience component of the QCTO learning programs.

### 13.3. EDUCATION, TRAINING & DEVELOPMENT OBJECTIVES

The purpose of this Request for Proposal (RFP) is to source proposals from potential bidder(s) for the appointment of a service provider to provide Education Training Development Capacity Building to the Fiber Processing and Manufacturing Sector Education and Training Authority ("FP&M SETA") for a period of **12 months**.

### 13.4. SCOPE OF WORK

**4.1.** The ETD Practitioner project will cover the following:

- The training providers is to implement all **four programs** as per the regions where they operate.
- An overall **total of 550 learners** must be trained based on the breakdown as per table below.

Programme	All Provinces Each Province with each region	Total
Assessor	Gauteng KwaZulu Natal & Western Cape	150
Moderator	Gauteng, KwaZulu Natal, Western Cape	150
Facilitator	Gauteng, KwaZulu Natal, Western Cape	150
Mentoring & Coaching	100 learners across provinces (Gauteng, KwaZulu Natal, Western Cape)	100
<b>TOTAL LEARNERS</b>		<b>550</b>

- The training provider is expected to conduct learning delivery, assessment, moderation, and certification on all four programmes provide proof of accreditation from ETDP Seta reflecting the 5-unit standards.
- The training provider must display knowledge of occupational learning programmes' delivery, assessment, and moderation practices and QCTO policies and processes in line with the project background and objectives. The training provider must have experience in the delivery of similar projects and must have successfully implemented similar projects for the SETAs and the TVETs in the past. A minimum of three (3) references and (2) Public/Private Provider references must be provided – therefore a total of 5 references must be submitted.
- Training venues and catering is to be sourced by the training provider, only conference centres, hotels, lodges, etc. (Venue should be easily accessible for public transport and central) A list of training venues to be used per province

must be provided by the Bider. Proof by means of a list of conference centres, hotels, lodges.

- The Bider must also present to the Seta the option to conduct training online. Provide evidence of computer system to be used for online training.
- The successful training provider must be accredited with the ETDP SETA on the listed unit standards. The training provider must have a valid accreditation certificate for the period of training.
- An outline of the learner support strategy to be implemented must be provided. Provide an implementation plan support strategy by means of a project plan.
- To display capacity to deliver, the provider must provide a list of facilitators, assessors, and moderators together with their proof of registration with the ETDP Seta. The training provider must provide valid registration proof of facilitators, assessors, and moderators with a minimum of two (2) facilitators, two (2) assessors, and two (2) moderators per province.
- The training provider must proof of successfully completed training.

#### **4.2 Reporting**

- Comprehensive work plan and implementation schedule with clear timelines.
- Present performance reports on work progress against the agreed timelines and compliance monitoring.
- Report to the Learning Programme Manager who will guide, supervise and monitor the overall Project implementation and assist the provider in efficiently and effectively executing this project.
- Work with the Learning Programme Manager to ensure performance consistency with the contractual deliverables.
- The FP&M Seta Monitoring and evaluation department will conduct site visits during the contract period.

## **1. TIMEFRAMES**

The start date of the project will not be more than two weeks after signing of the contract.

The FP&M Seta will advertise on the FP&M Seta website and confirmation of enrolments will be forwarded to the allocated training provider.

## **2. BUDGET**

The proposed project costs must be all-inclusive. The proposals will be evaluated on the 80/20 principle. The FP&M SETA reserves the right to negotiate the selection / prioritization of deliverables in line with the contract price.

## **3. Preparation of Proposals:**

In the preparation of the proposals, applicants should provide the following:

- Name of the service provider, date of submission, name of contact person, e-mail, telephone and facsimile number.
- The proposal must reflect how the applicant will perform the services outlined under *Scope of Work / Services* and how the criteria outlined under *Criterion - section 7* will be met such as:
  - A successful Training Providers per Regions must be able to deliver
  - Capacity and expertise to deliver - list of facilitators, assessors, and moderators per provinces.
  - Delivery methodology, learner support and programme relevance
  - Proof of accreditation with ETDP Seta on the listed unit standards (Assessor, Moderator, Facilitator, Coaching and mentoring.
  - Proof of working with SETAs and TVETs - a minimum of three (3) references and (2) Public / Private Provider references must be provided
  - Understanding of the FP&M sector
  - A course outline covering all workshop outcomes
- A project plan which includes key performance indicators (KPI) - milestones, deliverables and key activities / objectively verifiable indicators (OVI)
- An overview of the key personnel to be used on the project. Please note that the representation of the team is an important factor.
- Profile of the organisation.
- Proposed project organisation and the project team structure.
- Evidence of service provider's experience, knowledge and skills to undertake the assignment including the capacity to deliver.
- The names and contact details of two referees who can provide an objective assessment of the quality of relevant and recent work undertaken by the potential trainer and who will not be seen to be in a potential conflict of interest situation.

- Proof of accreditation with ETDP SETA for training intervention/s applied for (the unit standards as listed on the letter of accreditation).
- Proposed budget including costs (VAT inclusive) per deliverable, specifying all exclusions.
- The training venue and catering budget must include the following costs:
  - Refreshments to include morning tea and scones, etc. Lunch & soft drinks and afternoon tea and biscuits.
  - Venue costs
  - Learning resources such as flipchart/white board, projector, etc
  - Parking

### 13.5. EVALUATION REQUIREMENTS

#### Evaluation Criteria

All bidders that provide Education Training & Development Services will be evaluated according to the Following 4 phases:

- Pre-Qualification Administration compliance documents **(Phase 1)**
- Mandatory requirement **(Phase 2)**
- Technical Functionality requirement **(Phase 3)**
- PPPFA - Price and BBBEE preference points **(Phase 4)**

#### Phase 1 - Administrative Requirements

**Table 1: Documents that must be submitted for Pre-qualification Administrative requirements (Phase 1)**

Document that must be submitted	Comply	Do not Comply
<b>Invitation to Bid – SBD 1</b>  Complete and sign the supplied pro forma document		
<b>Tax Status SBD 1</b> 1. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status.  2. Proof of Registration on the Central Supplier Database  3. Vendor Number		

<b>Preference Point Claim Form – SBD 6.1</b>  Non-submission will lead to a zero (0) score (BBBEE Certificate) to be submitted together with the bid document.		
<b>All SBD forms issued in the tender document must be signed and submitted</b>  <b>(Failure to do that will lead to disqualification)</b>		
<b>Registration on Central Supplier Database (CSD)</b>  The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit: <a href="https://secure.csd.gov.za/submitting">https://secure.csd.gov.za/submitting</a> your proposal. Visit to obtain your vendor number.  <b>Submit proof of registration</b>		
<b>Financial Statement not older than (two) 2 years</b>  The submitted statements must be audited		

**Non - Compliance on administrative requirements may lead to disqualification if the bidder does not respond/submit within 7 working days the requested documents.**

#### **Phase 2 - Mandatory Requirements**

<b>No</b>	<b>Mandatory Requirements</b>	<b>Comply</b>	<b>Does not Comply</b>
<b>1.</b>	<b>ASSESSOR TRAINING</b>  <b>Unit Standard: 115753:</b> Conduct Outcomes Based Assessments		
<b>2.</b>	<b>MODERATOR TRAINING</b>		



	<b>Unit Standard: 115759:</b> Conduct Moderation of Outcomes Based Assessments		
<b>3.</b>	<b>FACILITATOR TRAINING</b>  <b>Unit Standard 117871:</b> Facilitate learning using a variety of methodologies		
<b>4.</b>	<b>MENTORING AND COACHING TRAINING</b>  <b>Unit Standard 114215:</b> Mentor a colleague to enhance the individual's knowledge, skills, values, and attitudes in a selected career path. <b>Unit Standard 117877:</b> Perform one-to-one training on the job.		

**Bidders who do not comply with all mandatory requirements will be disqualified immediately and will not be eligible to proceed to Phase 3 Technical Functionality**

### **Phase 3 - Technical Functionality Requirements**

<b>No</b>	<b>Technical Functionality Requirements</b>	<b>Weight</b>	<b>Evaluation</b>
<b>1.</b>	The training provider is expected to conduct learning delivery, assessment, moderation, and certification on all four programmes.  <b>Bidder must provide evidence/proof of accreditation from ETDP Seta reflecting the 5-unit standards.</b>  <b>No evidence/proof provided by the bidder</b>	<b>20</b>  <b>0</b>	
<b>2.</b>	The training provider must display knowledge of occupational learning programmes' delivery, assessment, and moderation	<b>20</b>	



4.	<p>The Bider must also present to the Seta the option to conduct training online.</p> <p><b>Provide evidence/solution of computer system to be used for online training.</b></p> <p><b>No evidence/solution of computer system to be used for online training.</b></p>	<p><b>10</b></p> <p><b>0</b></p>	
5.	<p>The successful training provider must be accredited with the ETDP SETA on the listed unit standards.</p> <p><b>The training provider must have a valid accreditation certificate for the period of training.</b></p> <p><b>No valid accreditation certificate for the period of training.</b></p>	<p><b>10</b></p> <p><b>0</b></p>	
6.	<p>An outline of the learner support strategy to be implemented must be provided.</p> <p><b>Provide an implementation plan support strategy by means of a project plan.</b></p> <p><b>No implementation plan support strategy by means of a project plan.</b></p>	<p><b>10</b></p> <p><b>0</b></p>	
7.	<p>To display capacity to deliver, the provider must provide a list of facilitators, assessors, and moderators together with their proof of registration with the ETDP Seta.</p> <p><b>The training provider must provide valid registration proof of facilitators, assessors, and moderators with a minimum of two (2) facilitators, two (2)</b></p>	<b>15</b>	



Price and Specific Goals in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black people ownership points will be awarded to a Tenderer who has 51% or more black		6		
Black woman ownership points will be awarded to a Tenderer who has 30% more-woman ownership		5		
Black youth ownership points will be awarded to a Tenderer who has 30% "or" more black youth ownership		5		
Disability Ownership points will be awarded to a Tenderer who has 30% or more disability ownership		4		

Promotion of Local production and delivery by South Africans		0		
The goods supplied should be 100% manufactured or assembled in South Africa South Africa from 100% local materials and any services supplied should 100% utilising South African citizens		0		

#### 14. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which FP&M SETA is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the FP&M SETA together with its bid, duly signed by an authorized representative of the bidder

#### 15. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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#### 16. SERVICE LEVEL AGREEMENT

**16.1.** Upon award the FP&M SETA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the FP&M SETA, in the format of the draft Service Level Indicators included in this tender pack.

**16.2.** The FP&M SETA reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.

**16.3.** Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
- b. Explain each comment and/or amendment; and

- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

**16.4.** The FP&M SETA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the FP&M SETA or pose a risk to the organization.

## **17. SPECIAL CONDITIONS OF THIS BID**

The FP&M SETA reserves the right:

**17.1.** To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

**17.2.** To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

**17.3.** To accept part of a tender rather than the whole tender.

**17.4.** To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

**17.5.** To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

**17.6.** To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

**17.7.** Award to multiple bidders based either on size or geographic considerations.

## **18. The FP&M SETA REQUIRES BIDDER(S) TO DECLARE**

In the Bidder’s Technical response, bidder(s) are required to declare the following:

**18.1.** Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care, and diligence, in the interests of

- the FP&M SETA.
- b. Have and effectively employ the resources, procedures and appropriate technological systems for the proper performance of the services.
- c. Act with circumspection and treat the FP&M SETA fairly in a situation of conflicting interests.
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the FP&M SETA.
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing.
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the FP&M SETA as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the FP&M SETA will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **19. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

**19.1.** The FP&M SETA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of FP&M SETA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the FP&M SETA's officers, directors, employees, advisors or other representatives;



- d. makes or offers any gift, gratuity, anything of any value or other Inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **20. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

**20.1.** The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the FP&M SETA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

**20.2.** It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the FP&M SETA against the bidder notwithstanding the conclusion of the Service Level Agreement between the FP&M SETA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **21. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the FP&M SETA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **22. INDEMNITY**

If a bidder break FP&M SETAs the conditions of this bid and, as a result of that breach, the FP&M SETA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the FP&M SETA harmless from any and all such costs which the FP&M SETA may incur and for any damages or losses the FP&M SETA may suffer.

## **23. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **24. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The FP&M SETA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

## **25. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. The FP&M SETA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to The FP&M SETA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. FP&M SETA further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

## **26. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The FP&M SETA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **27. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind

that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **28. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that The FP&M SETA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the FP&M SETA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **29. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the FP&M SETA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the FP&M SETA remain proprietary to the FP&M SETA and must be promptly returned to the FP&M SETA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the FP&M SETA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

## **30. THE FP&M SETA PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any the FP&M SETA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

## **31. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**RFP: JHB-FPMS-06-23-24**), (the FP&M SETA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful

bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.