

## **SECTION 4: TECHNICAL SPECIFICATIONS**

### **ANNEXURE: A**

#### **APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS FOR THE NORTHERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS**

##### **1. BACKGROUND INFORMATION**

The Department values and prioritises continuous professional development of its employees which in turn is aimed at improving employee performance towards collective achievement of strategic objectives of the Department. One of the strategic goals of the Northern Cape Department of Health (NCDoH) is to improve equity, training and development, and enhance the management of human resources for health. Consequently, implementation of skills programmes is key in the strengthening of training and capacity development of health workforce in order to deliver quality health care service.

Furthermore, the National Development Plan (NDP) 2030, seeks to eliminate poverty and reduce inequality by 2030, therefore the Department has a huge role to play to achieve the NDP objectives. As a performance-driven organisation, the NCDOH seeks to create a pool of suitable providers of training and development with the capacity to offer credible and accredited short learning programmes and training programmes for Departmental employees and officials. To achieve the NDP objectives within the NCDOH in collaboration with other government and private sector stakeholders, the relevant service providers will be called upon from time to time to provide learning solutions/ training interventions for development of employees.

##### **2. PURPOSE**

As a performance-driven organisation, the NCDOH seeks to create a pool of suitable providers of education, training, and development with the capacity to offer credible and accredited short learning programmes and training courses for the employees of the department.

##### **3. OBJECTIVES**

The broad objectives of this request for proposals include the following:

- 3.1 To identify and appoint onto its database of preferred suppliers, a calibre of quality-focused and suitably accredited training providers that will design and deliver needs-based technical, behavioural, leadership and related learning solutions as indicated.
- 3.2 This document, therefore, sets out the requirements of the NCDOH and provides a detailed approach to which bidders should respond to be considered.

#### **4. SCOPE OF WORK**

Responsibilities of the accredited training service provider:

- 4.1 Provide training aligned to the relevant qualification/ unit standard(s) according to the approved training plan of the Workplace Skills Plan (WSP); including arrangements made with the relevant provider for the verification of learner achievements.
- 4.2 The training provider must have the capacity to design and deliver contextualized training solutions.
- 4.3 The provider is required to conduct a baseline assessment and ensure that training is aligned appropriately to meet the varying needs of employees/ trainees.
- 4.4 The provider is required to conduct formative and summative assessments and produce evidence of employee/trainee knowledge/skill improvement.
- 4.5 The NCDOH recognises the importance of post-course support to ensure the application of acquired knowledge in the workplace and as such the NCDOH shall provide on-the-job support. The provider is required to build in post-course support and assessment to maximize return on investment.
- 4.6 The provider is required to issue credit-bearing certificates to qualifying employees.
- 4.7 Issue a provider Competency Declaration within 5 working days of the assessment of each learner's Portfolio of Evidence (PoE) in alignment with the relevant unit standard; issue a clear and detailed Development Plan reflecting each of the areas of remediation needed for each learner found to be not-yet-competent.
- 4.8 Issue an authentic Statement of Results (SOR); and a Provider Certificate to each qualifying learner within no more than 6 weeks of the last training workshop.
- 4.9 Punctually submit a duly completed monthly Project Status Report on the prescribed template by the assessor, as well as an internal moderation report aligned to the relevant unit standard.
- 4.10 Submit a Closeout Report, Assessors' Report, Internal Moderator's Report, and/ or other relevant reports after the project.

#### **5. TECHNICAL EXPERTISE**

- 5.1 All training Service Providers must be registered with the Department of Higher Education and Training (DHET) and the QCTO has assumed responsibility for the issuing of Trade

Test Certificates in terms of Section 26 (D) 4 of the Skills Development Act; therefore, training Service Providers must have appropriate accreditation status with the relevant Quality Council Trade and Occupations or ETQA.

- 5.2 The programme/s offered must be NQF aligned, credit-bearing and approved by the relevant Quality Council /ETQA.
- 5.3. The provider's Facilitators, Assessors and Moderators must have the expertise (qualifications and experience) in the fields in which they will present training. CVs, proof of qualifications and registration of Facilitator/s, Assessor/s and Moderator/s must be submitted together with the proposal.
- 5.4 In the interest of maintaining quality standards, the provider shall only be permitted to utilise trainers/assessors whose qualifications and proof of registration have been verified by the relevant QCRA and/or ETQA at the time of the providers' submission of the proposal.

## **6. OTHER REQUIREMENTS**

- 6.1 The NCDOH will conduct verification of the providers' accreditation before agreeing with training providers.
- 6.2 The NCDOH may conduct random site visits to the workshops/training facilities of the provider as and when it deems necessary. It is important to note that workshops/training facilities of service providers must also be duly accredited as training sites.
- 6.2 Selected providers will agree with the NCDOH to ensure alignment of expectations and continuously engage in scope clarification and modifications where deemed necessary.
- 6.3 This will be a Performance-based Agreement i.e. payments shall be directly linked to the satisfactory meeting of identified performance criteria.
- 6.4 The NCDOH and the selected provider will agree via a Service Level Agreement (SLA) to ensure alignment of expectations and continuously engage in scope clarification and modifications where deemed necessary.

## **7. KEY INTENTIONS**

The requirements of this Bid are aligned with the following policy and legislative prescripts:

- Ministerial Determinations and Code of Good Practice, 2012
- The National Skills Development Strategy (NSDS) III, (2014-2019)
- The Quality Council for Trades and Occupations (QCTO) principles - 2010
- The National Qualifications Framework Act 67 of 2008
- National Development Plan (NDP) 2030

The employee training & development interventions seeks to:

- 7.2 Prioritise significant programmes that expand skills, support career-pathing, enable greater elasticity and flexibility and increase productivity.
- 7.2 Carefully consider 4IR as an opportunity for new career fields to be developed and the need for employees to meet such needs through training and development, even if at a basic entry level and adapt to automation necessitated by the 4IR; its impact on the need for change, different types of job opportunities and careers that need to be developed.

## **8. GUIDELINES FOR BIDDERS ON TRAINING RECIPIENTS AND TRAINING PROGRAMMES**

### **8.1 Expected Training Outcomes:**

- 8.1.1 Bidders should ensure training for the departmental employees is achieved via short learning programmes, skills courses and formal qualifications.
- 8.1.2 Learners in the workplace must be assessed for competency in the sets of skills linked to notional hours that will be completed over 12-36 months. Pre-assessments may be conducted on learners

before entry into some qualifications or part thereof.

- 8.1.3 Bidders must use SAQA-recognised qualifications to design outcomes, learning materials, and assessment tools for all training and development programs.

**THE NCDOH RESERVES THE RIGHT TO ADD ANY OTHER TRAINING PROGRAMMES NOT LISTED ABOVE AND AS PER THE TRAINING PROGRAMMES LISTED IN THE APPROVED WORK SKILLS PLAN FOR THE MTEF PERIOD - THREE (3) YEARS.**

## **9. Training of Participants**

- 9.1 The Service Provider will provide the necessary resources and training to ensure that all participants meet the required expertise for project specifications and NCDOH satisfaction. Learners must prove competence in Fundamental and Core Unit Standards, as well as a portion of credits from Elective Unit Standards to obtain Qualifications.

## **10. Supply of Training Material and Equipment**

- 10.1 All training material including digital cameras, video, audio (with HD and 3D capabilities), computers, and any other equipment and software necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Service Provider to the satisfaction of the NCDOH.

## **11. Occupational Health and Safety**

In this clause, the term “Act” shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No. 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

### **11.1. The Service Provider: -**

11.1.1. Acknowledges that it is fully aware of the terms and conditions of the Act;

11.1.2. Acknowledges that it is an employer with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance with the provisions of the Act accepts accountability for its employees and SMMEs to the extent that such employees and SMMEs (including any other personnel) contravene the provisions of the Act;

11.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the NCDOH immediately should the Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

11.2 The Service Provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

11.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

## **12. Service Level Agreement**

12.1. It is recorded that the NCDOH and the Service Provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements and performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

## **13 Breach and Termination**

13.1 Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

## **14 Loss and Damage**

14.1 The Service Provider hereby indemnifies the State/NCDOH/Institution and will hold the State/NCDOH/institution harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor/service provider or the failure of the Service Provider to provide the Services per the provisions of the contract.

## **15 Transfer Management**

15.1 Upon contract termination for whatever reason, the contractor/service provider shall assist the

NCDOH to transfer the Services to the Employer, or another service provider designated by the NCDOH. Without detracting from the generality of this obligation, the Service Provider shall, to the extent required by the NCDOH to provide it or third parties with all information and documentation required to enable the NCDOH or third parties to provide the services, it is recorded that this obligation shall not oblige the Service Provider to deliver any documentation which is proprietary or confidential to the Service Provider.

## **16 Sub-Contractors**

16.1 The Service Provider may only sub-contract its obligations under the contract with the prior written consent of the NCDOH (or any other authorized authority) and then only to a person and to the extent approved by the NCDOH or such authority and upon such terms and conditions as the NCDOH or such authority require. It is recorded that where such consent is given the contractor shall remain liable to the NCDOH for the performance of the Services.

## **17 Strikes**

17.1 The Service Provider undertakes that strikes by his/her personnel will not influence the rendering of the implementation of service.

## **18 Insurance and Indemnity**

18.1 The Service Provider agrees and hereby undertakes to indemnify, defend and save harmless, the NCDOH, its officers, employees and agents from and against any liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any costs and expenses related thereto) brought or alleged against the NCDOH, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission according to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the NCDOH, its officers, employees and agents. The Service Provider's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

18.2 The NCDOH agrees that it will give to the Service Provider prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently, or otherwise, affects or might affect the Service Provider and the Service Provider shall have the right to participate in the defence of the same to the extent of its interest.

## **19 Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support**

19.1 All warranties and license entitlements must be registered by the Service Provider and provided to the Department in paper form as well as electronically.

## **20 Minimum Requirements**

### **TECHNICAL TRAINING: CATEGORY (A)**

20.1 The Service Provider must have completed at least one contract related to skills development, including quotations within the last five (5) years.

20.2 The Service Provider must be registered and accredited with the relevant SETA or other related regulating bodies must be attached **(please refer to Addendum A of this document)**.

20.3 The Service Provider must provide a confirmation letter from an accredited ETQA/SETA. This ensures that the programme meets the required standards.

20.4 The Service Provider must provide proof of valid qualifications and registration of the Quality Assurance Committee (QAC) body for facilitators, assessors, and moderators with their proposal. NCDOH will verify the registration at the time of submission.

### **21. The Key Personnel Experience:**

**21.1. The Service Provider's Facilitators / Assessors and Moderators** must have qualifications and experience in the fields they train in aligned to an **NQF level five (5)** and with a minimum of three (3) years' experience in the field. CVs, Proof of Qualifications and Registration of Facilitators and Moderators must be submitted together with the proposal.

21.1.1 The Moderators must ensure that participants trained are registered with the relevant quality council or SETA.

21.1 The Service Provider must attach Reference Letter/s or Award Letter/s which must be on the client's letterheads, incorporating the following details:

- **Customer:**
- **Nature of work:**
- **Duration of the contract:**
- **Rand value of contract:**
- **Year completed:**
- **Customer contact:**

**NB:** Failure to meet any of the above minimum requirements for a service provider may render the bidder non-responsive and its bid may not be considered.

## **22 Minimum Requirements**

### **NON-TECHNICAL TRAINING**

22.1 The Service Provider must have completed at least one contract related to skills development, including quotations, within the last five (5) years. **Driving Schools,**

**Fire Marshal Training, Fire Fighting and First Aid training providers are exempted from this requirement.**

22.2 The Service Provider must be registered and accredited with the relevant SETA or other related regulating bodies. A Valid, verifiable, registration or certification letter must be attached. **Driving Schools, Fire Marshal Training, Fire Fighting and First Aid training providers must produce certification with the relevant regulatory bodies. (please refer to Addendum A of this document)**

22.3 The Service Provider must submit proof of valid qualifications and registration of the Quality Assurance Committee (QAC) body for facilitators, assessors, and moderators with their proposal.

NCDOH will verify the registration at the time of submission. **Driving Schools, Fire Marshal Training, Fire Fighting and First Aid training providers are exempted from this requirement.**

22.4 The Service Provider must have a fully functional training facility within the Northern Cape Province. Proof in the form of a municipal account, a valid lease agreement or a letter of intent to rent a facility must be provided with the bid. The training facility/workshop will be open for inspection by NCDOH officials, SETA representatives, or other related regulatory bodies after the appointment is made. **Driving Schools, Fire Marshal Training, Fire Fighting and First Aid training providers are exempted from this requirement.**

## **23 The Key Personnel Experience:**

**23.1** The Service Provider's personnel i.e. Facilitator(s), Assessor(s) and Moderator(s) must have relevant qualifications and at least three (3) years of experience **at an NQF level five (5)**. The proposal must include their CVs, proof of qualifications, and registration with the relevant body. **Driving Schools, Fire Marshal Training, Fire Fighting and First Aid training providers are exempted from this requirement.**

**23.2** The Service Provider must attach Reference Letter/s or Award Letter/s which must be on the client's letterheads, incorporating the following details:

- **Customer:**
- **Nature of work:**
- **Duration of the contract:**
- **Rand value of contract:**
- **Year completed:**
- **Customer contact:**

**NB:** Failure to meet any of the above minimum requirements may render the bidder offering non-technical skills and may render the bidder non-responsive and its bid will not be considered.

## **24 Monitoring and Reporting**

- Establishment of a Project Steering Committee (PSC) to comprise the NCDOH Contracts Management, End User, Service Provider, and any other stakeholders relevant to the project.

- A PSC will be established to monitor performance and certify invoices before payment.

The following platforms will be created for ease of monitoring:

| MONITORING TOOL                | FREQUENCY       | EXPECTATION                                                                                    |
|--------------------------------|-----------------|------------------------------------------------------------------------------------------------|
| Project Reporting sessions     | Every two weeks | Written Progress Reports and/or minutes of contact sessions                                    |
| Meetings                       | Monthly         | Written Progress Report and Minutes of monthly meetings                                        |
| Special Projects/interventions | Ad hoc          | Presentation of proposed solutions, minutes of contact sessions and/or relevant correspondence |

## 25 Duration of The Project

- The term of the appointment will be a period of thirty-six (36) months from the date of acceptance of the award/ purchase order.

## 26 Validity of Bid

26.2 The validity of the offer is hundred a twenty (120) days.

## 27 General Conditions of Contract

27.2 The latest general conditions of contract and contract law will apply.

27.3 Where special conditions of the contract conflict with these general conditions, the special conditions shall apply.

## 28 Special Conditions of Contract

28.2 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and completed in black ink will be accepted.

28.3 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and completed in black ink will be accepted.

28.4 It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.

28.5 The Department shall not enter a contract where a company has directors, partners or employees who are employed by the state where the prescribed permission has not been granted by the Executive Authority.

28.6 All documents submitted and/or produced shall become the property of the NCDOH except for proprietary material developed by the Service Provider.

- 28.7 The service provider undertakes to provide the professional resources required to attain the project objectives.
- 28.8 Service Providers who have entered a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- 28.9 The overall price must be in Rand and must be inclusive of VAT where applicable;
- 28.10 The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Northern Cape Department of Health (NCDOH) immediately upon acceptance of the bid.
- 28.11 The service provider undertakes to act as an independent contractor in respect of all work to be done.
- 28.12 The service provider shall exercise all reasonable skill, care, and diligence in the execution of the work and shall carry out all its obligations per international professional standards and manufacture best practices;
- 28.13 The Service Provider shall, in all professional matters, act as a faithful adviser to the NCDOH and, as far as any of its duties being discretionary, act fairly between NCDOH and third parties;
- 28.14 The service provider shall execute and complete the work strictly per this contract to the satisfaction of the NCDOH;
- 28.15 The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- 28.16 The service provider shall not have the power or authority to enter any contract or otherwise to bind or incur any liability on behalf of the NCDOH;
- 28.17 The service provider must be registered in the Centralised Supplier Database (CSD) with the National Treasury.
- 28.18 It is the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time before the award of the bid.
- 28.19 NCDOH will not be liable to reimburse any costs incurred by any Service Provider during the proposal /bidding process;
- 28.20 The service provider shall attend meetings with officials whenever required to do so by the representative to obtain information or advice regarding the work and assignments or any matters arising thereof;
- 28.21 Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor, but which will be agreed upon in writing between the service provider and the Department.
- 28.22 All the submitted documents must be completed in full and signed where necessary.

- 28.23 In cases where two or more bidders attain an equal number of points in all aspects of evaluation, the bidder who has the highest preferential points will be the preferred bidder.
- 28.24 If functionality is part of the evaluation process and two or more bidders attain an equal number of points and preference points for specific goals, the bidder who has the highest points for functionality will be the preferred bidder.
- 28.25 In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- 28.26 Failure to submit the documentation as prescribed may lead to the bid being considered nonresponsive and subsequently rejected / not considered.