



## **REQUEST FOR BID:**

**SUPPLIER TO PROVIDE TRAINING ON THE FOLLOWING COURSES FOR 150 ETDPS IN THE HEALTH AND SOCIAL DEVELOPMENT SECTOR, NATIONALLY:**

- **115755: DESIGN AND DEVELOP OUTCOMES-BASED ASSESSMENTS; AND**
- **115753: CONDUCT OUTCOMES-BASED ASSESSMENT**
- **115759: CONDUCT MODERATION OF OUTCOMES-BASED ASSESSMENTS**

**Contract Number : HWSETA002/2024**

**Closing Date : 21 November 2023**

**Closing Time : 11h00**

**Location : HWSETA Office**

**Compulsory briefing session : via teams**

## DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

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NUMBER	ABBREVIATIONS	MEANING
1.	B-BBEE	Broad Based Black Economic Empowerment
2	CIPC	Companies and Intellectual Property Commission
3	CIPRO	Companies and Intellectual property Registration office
4	CSD	Central Supplier Database
5	DTI	Department of Trade and Industry
6	EME	Exempted Micro Enterprises
7	ETDP	Education and Training Development Practitioners
8	ETDPSETA	Education and Training Development Practitioners Sector Education and Training Authority
9	ETQA	Education and Training Quality Assurance
10	GCC	General Condition of Contract
11	(IP)	Intellectual Property
12	IRBA	The Independent Regulatory Board of Auditors
13	PPPFA	Preferential Procurement Policy Framework Act
14	POE	Portfolio of Evidence
15	QSE	Qualifying Sector Enterprises
16	RSA	Republic of South Africa
17	SANAS	South African National Accreditation System
18	SARS	South African Revenue Services
19	SDP	Skills Development Providers
20	TSC	Tax Status Compliance
21	RPL	Recognition of Prior Learning

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR TRAINING OF 150 EDUCATION AND TRAINING DEVELOPMENT PRACTITIONERS IN THE HEALTH AND SOCIAL DEVELOPMENT SECTOR, NATIONALLY, TO ASSESS AND MODERATE LEARNING ACHIEVEMENT**

BID NUMBER: HWSETA002/2024  
TRAINING OF 150 ETDP

Closing date and time: 21  
November 2023 at  
11h00

DESCRIPTION

Training of 150 Education and Training Development Practitioners in the Health and Social Development Sector, Nationally, to assess and Moderate Learning achievement

VALIDITY

Offer to be valid for 90 days from the closing date of the bid.

**The successful bidder will be required to fill in and sign a written Contract.**

BID DOCUMENTS MAY BE:

Posted, placed in the tender box, OR couriered  
to the below address on or before the closing date and time

**HWSETA Head Office, 17 Bradford Road, Bedfordview 2047, Johannesburg**

Bid documents will only be considered if received by  
HWSETA before the closing date and time, regardless of the  
method used to send or deliver such documents to the HWSETA

***No faxed or e-mailed bids will be accepted***

**Bidders should ensure that bids are delivered before the closing date and time to the correct address. If the bid is late, it will not be accepted for consideration and where applicable, be returned unopened to the bidder(s).**

- Bids can be delivered between 09:00 and 15:00, Mondays to Fridays, prior to the closing date, and between 09:00 and 11:00 on the closing date.
- All bids must be submitted on the official forms (not to be re-typed)
- All bids must be sealed.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

- This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Bids submitted that do not comply with the following may not be considered for evaluation:
  - A bid that is not in the format prescribed
  - A bid that is not sealed
  - A bid without some or all the required documents.
  - Pricing schedules not in the required format.
  - Bids without the required number of copies.

A presentation by shortlisted bidders will be held at– **Head Office**

**Any queries regarding bidding procedures and technical information may be directed to:**

Name: Ntombizodwa Motloung

e-Mail [ntombizodwam@hwseta.org.za](mailto:ntombizodwam@hwseta.org.za) or [tenders@hwseta.org.za](mailto:tenders@hwseta.org.za)

**All bidders must furnish the following particulars and include it in their submission.  
(Failure to do so will result in your bid being disregarded)**

Name of bidder: .....

Entity name .....

VAT registration number .....

Tax Clearance Certificate No and expiry date: .....

Postal address: .....

Street address: .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

**In case of a consortium/joint venture, full details on consortium/joint venture members:**

Entity name	.....	VAT registration number	.....	Tax Clearance Certificate No. and expiry date:	.....
Entity name	.....	VAT registration number	.....	Tax Clearance Certificate No and expiry date:	.....
Entity name	.....	VAT registration number	.....	Tax Clearance Certificate No and expiry date:	.....

**Name of contracting entity in case of a consortium/joint venture**

Entity name: .....

Postal address: .....

Street address: .....

**Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid**

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

**Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available**

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

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## Domicilium

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HWSETA chooses the following as its domicilia citandi et executandi for all purposes of and in connection with the final contract:

**HWSETA Head Office**

The bidder must indicate its domicilia citandi et executandi for all purposes of and in connection with the final contract.

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## Confirmation

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Are you an accredited training provider for the specified unit standards in South Africa for the services offered by you? (Please provide relevant accreditation proof) **Please provide relevant proof: Accreditation letter with the relevant unit standards listed. –**

**1. (A VALID B-BBEE VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR HWSETA SPECIFIC GOALS)**

The certificate must be issued by one of the following bodies:

A Verification Agency accredited by the South African National Accreditation System (SANAS) Registered Auditors approved by IRBA (until the expiration of the period prescribed by the DTI) Sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths

A bidder failing to submit proof of B-BBEE certificate or is a non-compliant contributor to B-BBEE may not be disqualified, but – May only score points for price, and scores 0 points out of 20 for HWSETA specific goals.

**2. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED**

Yes  No  (If yes enclose proof)

Are you a foreign based supplier for the goods/ services/works offered?

Yes  No  (If yes answer the questionnaire below)

Is the entity a resident of the Republic of South Africa (RSA)? Yes  No

Does the entity have a branch in the RSA? Yes  No

Does the entity have a permanent establishment in the RSA? Yes  No

Does the entity have a source of income in the RSA? Yes  No

Is the entity liable in the RSA for any form of taxation? Yes  No

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER THE TAX COMPLIANCE REQUIREMENTS

**3. TAX COMPLIANCE REQUIREMENTS**

Bidders must submit a printed Tax Compliance Status (TCS) PIN together with the bid.

In bids where Consortia/Joint Ventures/Sub-Contractors are involved; each party must submit a separate TCS PIN as well as a CSD number.

**“No bids will be considered from person in the service of the state, companies with directors who are persons in the service of the state, OR close corporations with members persons in the service of the state”**

**NB: FAILURE TO PROVIDE/OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**

Are you the accredited service Provider for the specified unit standards in South Africa (for the services offered by you)

**Declaration**

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date

Signature of bidder: .....

Date: .....

Are you duly authorised to commit the bidder:

Capacity under which this bid is signed .....

TOTAL BID PRICE .....

**CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013**

**("POPIA")**

In order for the Health and Welfare Sector Education and Training Authority ("HWSETA") to consider the bidder's response to the tender advertisement to become a service provider of the HWSETA, it will be necessary for the HWSETA to process certain personal information which the service provider may share with the HWSETA for the purpose of the bid, including personal information.

The HWSETA will process the Service Provider's Personal Information in accordance with its Privacy Policy. Access to your Personal Information and purpose specification: Personal Information will be processed by the HWSETA for purposes of assessing the service provider's submission in relation to the advertised tender and the purposes of assessing current services required by the HWSETA. We may also share the service provider's Personal Information with third parties within the Republic of South Africa, including to carry out verification and background checks. In this regard, the service provider acknowledges that the HWSETA's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent: By [ticking] "Yes" and signing below, you agree and voluntarily consent to the HWSETA's processing of your Personal Information for the purposes of evaluating your bid, including to confirm and verify any information provided in the submission and service provider gives HWSETA permission to do so. The service provider understands that it is free to withdraw its consent on written notice to HWSETA and the service provider agrees that the Personal Information may be disclosed by the HWSETA to third parties. Please note that if you withdraw your consent at any stage, we may be unable to process your bid submission.

Yes       No

\_\_\_\_\_  
Supplier Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **SPECIAL CONDITIONS OF BID**

### **1. SPECIAL CONDITION OF CONTRACT**

- 1.1 Proper bids for the services specified must be submitted.
- 1.2 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other relevant Act
- 1.3 HWSETA reserves the right:
  - 1.3.1 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)
  - 1.3.2 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).
  - 1.3.3 To accept part of a tender rather than the whole tender.
  - 1.3.4 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.
  - 1.3.5 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.
  - 1.3.6 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.
  - 1.3.7 Award to multiple bidders based either on size or geographic considerations.
  - 1.3.8 To award the tender to the second highest point scorer should the highest point scorer fail to deliver or turn down the offer.
- 1.4 The HWSETA 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 request for additional information.

### **GENERAL CONDITIONS OF CONTRACT**

- 2.1 The General Conditions of Contract must be accepted.
- 2.2 Any award made to a bidder(s) under this bid is conditional, amongst others, upon-
  - 2.2.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which HWSETA is prepared to enter into a contract with the successful Bidder.
  - 2.2.2 The bidder submitting the General conditions of Contract to the HWSETA together with its bid, duly signed by an authorised representative of the bidder.

### **3. ADDITIONAL INFORMATION REQUIREMENTS**

- 3.1 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

### **4. CONFIDENTIALITY**

- 4.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 4.2 All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding the HWSETA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the HWSETA.

### **5. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**

- 5.1 Copyright of all customised/developed documentation relating to this contract belongs to the HWSETA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the HWSETA.
- 5.2 All the intellectual property rights arising from the execution of this Agreement relating to any customisation/development for the HWSETA, shall vest in HWSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training and the Service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.
- 5.3 In the event that the service provider would like to use information or data generated by the service, prior written permission must be obtained from HWSETA.
- 5.4 HWSETA shall own all materials produced by the Service provider during the course of, or as part of the service including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts and other information whether capable of being copyrighted or not ("IP") which IP HWSETA shall be entitled to freely cede and assign to the Department of Higher Education and Training.
- 5.5 The Service provider assigns all IP rights in respect of all materials referred to in clause 5.4 to HWSETA or the Department of Higher Education and Training, as HWSETA directs. No other document needs to be executed to give effect to this cession, assignment or transfer.
- 5.6 The Service provider hereby irrevocably cedes, assigns and transfers to HWSETA or the Department of Higher Education and Training, as HWSETA directs, all rights, title and interest in and to all IP (which includes, but is not limited to methodologies and products) connected with or applicable to the Services.
- 5.7 The Service provider acknowledges and agrees that:
  - 5.7.1 Each provision of this clause is separate, and separately enforceable from any other provisions of this agreement.
  - 5.7.2 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement; and

5.7.3 This contract contains various *stipulatio alteri* in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this Agreement, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.

5.8 Clause 5.7.3 shall survive termination of this agreement.

## **6. PAYMENTS**

6.1 HWSETA will pay the Service provider the Fee as set out in the final contract. No additional amounts will be payable by HWSETA to the Service provider. The Service provider shall from time to time during the currency of the contract invoice HWSETA for services. No payment will be made to the Service provider unless an invoice complying with section 20 VAT Act No 89 of 1991 has been submitted to the HWSETA.

6.2 Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).

6.3 The Service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.

## **7. NON-COMPLIANCE WITH DELIVERY TERMS**

7.1 As soon as it becomes known to the Service Provider that he will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, the HWSETA must be given immediate written notice to this effect. The HWSETA reserves the right to cancel the contract immediately.

7.2 The HWSETA reserves the right to cancel the contract on non-performance of the service provider.

7.3 The HWSETA reserves the right to cancel the contract should the service provider have in any form misrepresented themselves in the bid, whether fraudulently or otherwise.

## **8. WARRANTIES**

8.1 The Service Provider warrants that it can conclude this Agreement to the satisfaction of the HWSETA.

8.2 The Service Provider warrants that it has the necessary skill and capacity to deliver in terms of the TOR and the deliverables as envisaged in this document.

## **9. PARTIES NOT AFFECTED BY WAIVER OR BREACHES**

9.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

9.2 No favour, delay relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

## **10. RETENTION**

No agreement to amend or vary a contract, an order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary has been reduced to writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## 11. SUBMITTING BIDS

11.1 An **original plus six copies of the bid**, i.e., seven documents in total should be placed in the tender box in the reception area of the HWSETA. Note that all pages must be clearly numbered in sequential order. It is the responsibility of the bidder to ensure that all pages are included in all copies delivered to the HWSETA:

HWSETA  
17 Bradford Road,  
Bedfordview, 2047,  
Johannesburg.

### **NB Bidders are to indicate on the cover of each document whether it is the original or a copy**

11.2 Bids should be submitted in a sealed envelope, marked with:

- Bid number: HWSETA002/2024
- Closing date 21 November 2023 at 11h00

11.3 Documents submitted on time by bidders shall not be returned.

11.4 Unsealed tender documents shall not be accepted.

## 12. LATE BIDS

12.1 Late Bids will not be considered under any circumstance.

Once the box has been officially sealed at 11H00 on the closing date, any subsequent bids are considered late.

## 13. CLARIFICATIONS

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing via e-mail to Ntombizodwa Motloung on the following address – [ntombizodwam@hwseta.org.za](mailto:ntombizodwam@hwseta.org.za) or [tenders@hwseta.org.za](mailto:tenders@hwseta.org.za).

The bid number should be mentioned in all correspondence.

Telephonic requests for clarification will not be accepted.

## 14. 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

## 15. FORMAT OF BIDS

15.1 Bidders must complete the necessary bid document. The bid document comprises of the following:

Bidders are advised that their proposal should be concise, written in plain English and simply presented.

Part 1: Invitation to Bid (must be completed and signed)

Part 2: SARS Tax Compliance Status PIN (a valid and original must be submitted)

Part 3: Declaration of interest (completed fully and signed).

Part 4: Pricing schedule (be detailed)

- Part 5 Proof of registration as a Service Provider on the National Treasury Central Supplier Database (CSD). Please supply your Service Provider number.
- Part 6 Proof of CIPC registration
- Part 7 Accreditation certificate and accreditation letter (signed by the ETDPSSETA CEO/Executive Manager) with transcript (showing the list of approved unit standards).
- Part 8 SLA of the consortium if applicable, detailing roles and responsibilities.

## 15.2 Part 1: Invitation to Bid

Bidders must complete and submit the "Invitation to Bid" document and sign it where specified.

## 15.3 Part 2: SARS Tax Compliance Status/PIN (to be obtained from SARS)

- 15.3.1 An **original** valid SARS Tax Compliance Status/PIN must accompany Service Provider's proposal. In case of a consortium/ joint venture, or where sub-Service providers are utilised, an **original** valid SARS Tax Compliance Status/PIN for each consortium/ joint venture member **and/or sub-contractor** (individual) **must** be submitted. No tender shall be awarded to a bidder who is not tax compliant. HWSETA 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.

## 15.4 Part 3: Declaration of Interest (Annexure C)

- 15.4.1 Each party to the bid must complete and submit the Declaration of Interest and sign it.

The HWSETA prohibits an award to the following persons:

1. Persons who are in the service of the State.
2. To a natural person, of which any Director, Manager, Principal stakeholder or stakeholder is a person in the service of the State or who is an advisor or consultant contracted with the HWSETA.

- 15.4.2 Bidders providing false or fraudulent information of documentation shall subject themselves to immediate disqualification.

## 15.5 VAT

- Value Added Tax must be included and shown separately.

## 15.6 Pricing Schedule

- 15.6.1 The pricing schedule included in the bid document must be completed in full. The bidder may attach any other document to further compliment the pricing schedule.
- 15.6.2 Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.
- 15.6.3 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his/her bid, with the exception of any price adjustment authorised in the standard condition of contract or in the purchaser's request for bid validity extension, as the case may be.

## **15.7 Service Provider Proof of accreditation**

- 15.7.1 The service provider must provide an accreditation certificate and an accreditation letter (signed by the ETDPSSETA CEO/Executive Manager) with transcript (showing the list of approved unit standards).

## **16. PRESENTATIONS**

HWSETA reserves the right to invite bidders to make presentations before the award of the bid.

## **17. NEGOTIATION**

- 17.1 HWSETA has the right to enter into negotiations with a prospective Service provider regarding any terms and conditions, including price(s), of a proposed contract.

17.2 HWSETA shall not be obliged to accept the lowest of any quotation, offer or proposal.

- 17.3 All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated person of HWSETA is Ms E Brass (or her written authorised delegate) who is duly authorised to represent the HWSETA.

## **18. REASONS FOR REJECTION**

HWSETA shall reject a proposal for the award of a contract if the following circumstances exist:

- 18.1 If that bidder, or any of its directors:

18.1.1 Have abused the Supply Chain Management system of HWSETA or any other organisation at any time.

18.1.2 Have committed proven fraud or any other improper conduct in relation to such system.

18.1.3 Have failed to perform on any previous contract and the proof exists.

18.1.4 Have in any form misrepresented themselves in the bid, whether fraudulently or otherwise.

**Such actions shall be communicated to the National Treasury.**

- 18.2 If the bid documentation is not signed by the bidder.

18.3 If the required information in the forms supplied in this document is not complete.

18.4 If the bidder has not produced an original valid tax pin.

18.5 If the bidder fails to provide detailed costing as required in the pricing schedule.

18.6 If the bidder is prohibited from being awarded a tender in terms of paragraph 15.4

18.7 If the bidder is not registered on the National Treasury Central Supplier Database.

18.8 If the bidder did not attend the compulsory briefing session.

18.9 If the bidder fails to provide the letter with transcript for the specified unit standards.

**HWSETA will reject a bid proposal for evaluation if the following circumstances exist:**

**The service provider did not provide the signed accreditation letter proving that they are accredited, or programme approved by the relevant SETA ETQA for the following unit Standards:**

SAQA ID	Unit standard title	Credits
115755	Design and develop outcomes-based assessments	06
115753	Conduct assessment of learning outcomes	05
115759	Conduct moderation of outcomes-based assessments	10

***Note that the list above is not exhaustive, and the HWSETA reserves the right to reject bids for other reasons. HWSETA reserves the right not to adjudicate a bid.***

## **19. SKILLS TRANSFER**

**The HWSETA has a responsibility to develop skilled youth in our country especially in the rural areas. In advancing this commitment, HWSETA requires all service providers doing business with the HWSETA to commit to the enhancement of skills development in the area of their speciality. To this end, the successful bidder will be required to contract (minimum one) unemployed youth from FE College/ University Graduate by means of work experience, work integrated learning or such programme deemed relevant, for the duration of doing business with the HWSETA.**

**No previous youth support shall be considered.**

**Points will be allocated for this criterion.**

# TERMS OF REFERENCE FOR TRAINING OF 150 EDUCATION AND TRAINING DEVELOPMENT PRACTITIONERS IN THE HEALTH AND SOCIAL DEVELOPMENT SECTOR, NATIONALLY.

## 1. BACKGROUND

The HWSETA, through a tender process, proposes to contract carefully selected accredited SDPs to train Education, Training and Development Practitioners in the sector, to become qualified Assessors and Moderators.

The HWSETA, in partnership with a selected Service Provider, will communicate with its stakeholders to ensure participation in the project.

The cost per trainee must include planning, training, assessment, moderation, verification and certification. Travel and accommodation costs for Facilitators, Assessors and Moderators must also be included in their costing.

## 2. Objectives

- 2.1 The aim of the bid is to contract a Service provider/s to offer Assessor and Moderator training to ETD Practitioners in the Health and Social development sector, nationally. The bidder should execute the following activities:

### 2.1.1 Planning and Preparation

- 2.1.1.1 Compile a final project plan in consultation with the HWSETA.
- 2.1.1.2 Organise Assessor and Moderator training sessions to take place in various provinces as identified.
- 2.1.1.3 Invite candidates for training

**The HWSETA will be responsible to recruit candidates and provide the list of recruited candidates to the successful bidder.**

The HWSETA will fund the cost of the venues and catering.

### 2.1.2 Delivery

- 2.1.2.1 Facilitate the signing of candidates' registrations forms and letters of commitment.
- 2.1.2.2 Conduct training.
- 2.1.2.3 Guide and support candidate's portfolio of evidence compilation.
- 2.1.2.4 Provide overall support and guidance to candidates.
- 2.1.2.5 Follow-up on submission of portfolios of evidence until submission,

### 2.1.3 Learner Achievement

- 2.1.3.1 Assess the candidates' portfolios of evidence files.
- 2.1.3.2 Facilitate the moderation and verification of learner achievements.
- 2.1.3.3 Provide original statement of results for all trained candidates to the HWSETA.

## 3. Target Candidates

ETD practitioners in the health and social development sector including TVET Colleges lecturers.

**4. Deliverables and Outputs.**

- 4.1 The outputs of the training project are as follows:
  - 4.1.1 150 competent, qualified Assessors and Moderators.

**5. Duration**

The contract will be for a period of 12 months.

**6. Requirements**

- 6.1 The bid must be for the whole project, where training will be conducted nationally.
- 6.2 Costing of the service should specify in detail this requirement.

**7. Characteristics of potential bidders**

Bidders must have the following characteristics:

- 7.1 Must be a service provider accredited with the relevant ETQA (ETDPSETA) to offer training for the identified unit standards. Consortiums of training providers and/or SMEs as well as organisations from the non-governmental sector are welcome to bid. However, the consortium should be led by one organisation that will provide the overall planning, management, and co-ordination of the project. The training partner of the consortium must be accredited for all the unit standards.
- 7.2 Must have experience in implementing the same/similar project/s.
- 7.3 Must have capacity to deliver training nationally and within set project timeframes.
- 7.4 Must have finances to implement the project before the first tranche payment is made by the HWSETA.

**8. Characteristics of the service required**

- 8.1 The learning programmes should be based on and aligned to the following SAQA registered unit standards:

SAQA ID	Unit of Standard Title	NQF Level	Credits
115755	Design and develop outcomes-based assessments	06	10
115753	Conduct assessment of learning outcomes	05	15
115759	Conduct moderations of outcomes-based assessment	06	10

- 8.2 The training delivery should be candidate-centred with clear considerations for an adult candidate.
- 8.3 Learning materials fully covering the unit standards mentioned in 8.1 above should be made available to the candidates.
- 8.4 A face-to-face learning approach must be used in delivering this training.

## **9. Materials**

- 9.1 Learning materials, including portfolio of evidence templates and files, must be made available to candidates on the date of implementation.
- 9.2 Delivery of materials to provincial training sites will be the responsibility of the successful bidder/service provider.

## **10. Payments and Financial Reporting to the HWSETA**

- 10.1 The bidder will only invoice the HWSETA subsequent to milestones as set out in the Service Level Agreement signed by the two parties, being met.
- 10.2 The HWSETA reserves the right to review and terminate services of the bidder as well as not to pay outstanding amounts owed to the bidder in the event of dissatisfied action with the services rendered.
- 10.3 The HWSETA reserves the right to appoint an arbitrator/s to make determinations on the progress of the project or address any disputes that could arise during the execution of the contract.

## **11. General Reporting**

- 11.1 The bidder must provide detailed progress reports on achievement of each milestone set out in the Service Level Agreement signed with the HWSETA.
- 11.2 The bidder must submit a final report at the end of the project with the original statements of results for all candidates who attended training and the evaluation report of the implementation of the project in its entirety.

## **12. Supporting Documentation Required**

- 12.1 Together with the required bid documents, the bidder must also provide the HWSETA with a bid, which includes the following:
  - 12.1.1 An executive summary of the company/ consortium profile of not more than two pages.
  - 12.1.2 A table of content that describes where the evidence of compliance to the specifications can be found in the bid. (See evaluation criteria)

## **13 In General**

- 13.1 The successful bidder will be faithful and diligently devote his/her time to the project.
- 13.2 The successful bidder will meticulously document the process and will report to the Learner

Achievement Manager and the ETQA Executive Manager in order to ensure that the services provided meet the set requirements.

13.3 The HWSETA will become the owner of all information, documents, programmes, and reports collated and compiled by the successful bidder in the execution of the said duties.

13.4 The copyright of the documents programmes and reports compiled by the successful bidder will belong to the HWSETA and none of the above may be made available, reproduced, or distributed in any way without written approval of the HWSETA.

## 20. GENERAL REQUIREMENT

### 20.1 Company Profile

The following information is required to follow the preferential procurement practices of the HWSETA.

#### ***Profile of the Bidder***

Include in the bid:

- B-BBEE certificate (documented proof)
- Company registration
- Corporate profile
- References
- CIPRO certificate of ownership
- Registration on the National Treasury Central Supplier Database

### 20.2 Tax Clearance

A valid tax compliance status from the South African Revenue Service is required. **Failure to present a valid tax compliance status with the bid will invalidate the bid.**

***Failure to provide detailed costing may result in your bid being invalidated.***

### 19.3 Contact Person and Delivery Address for Bids

Having duly read the specifications and noting the requirements which can lead to my/our bid being invalidated for consideration:

I/We \_\_\_\_\_ declare that we can provide a fully comprehensive service, meeting all the requirements specified by the Health and Welfare Sector Education and Training Authority having the full authority to do so by the titleholder.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Designation: \_\_\_\_\_

## **EVALUATION PROCESS**

### **1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS**

- 1.1.1 Bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.
- 1.1.2 For first level evaluation bidders will be eliminated for not complying with the following:
  - 1.1.2.1 Bid document not signed by the bidder.
  - 1.1.2.2 Not submitting six copies and one original bid document
  - 1.1.2.3 Not submitting a valid Tax pin.
  - 1.1.2.4 Not submitting a completed and signed SBD4 form
  - 1.1.2.5 Not submitting proof of CIPC registration.
  - 1.1.2.6 Not submitting proof of CSD registration.
  - 1.1.2.7 Not completing a price schedule.
  - 1.1.2.8 Accreditation letter with transcript reflecting three-unit standards
- 1.1.3 The evaluators will evaluate the bids received against the evaluation criteria stipulated in the tender document.
- 1.1.4 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion.
- 1.1.5 The scores will be converted to a percentage and only bidders that have met or exceeded the two minimum threshold of 80% or 75% for functionality will be evaluated and scored in terms of pricing and HWSETA specific goals.
- 1.1.6 Any proposal not meeting the two minimum threshold score of 80% or 75% will be disqualified.

### **1.2 PRICE AND PREFERENCE POINTS**

In terms of Regulation 5 of the Preferential Regulations pertaining to the Preferential Procurement Policy Framework Act 2000 (Act 5 of 2000) Preferential Procurement Regulations, 2022 responsive bids will be adjudicated by the state on the 80/20 preference point for Broad Based Black Economic Empowerment.

All remaining bids, after evaluation on functionality, will be evaluated as follows:

- 1.2.1 80 Points will be awarded for price, and 20 Points will be awarded for HWSETA Specific goals.
- 1.2.2 The bids will be evaluated on functionality separately first. The two minimum threshold of 80% and 75% will be applied as per the evaluation criteria stated. Bids scoring less than 80% on functionality will not be considered further in the evaluation and will be disqualified. The remaining successful bidders will be evaluated on the 80/20 preference points system.

### **1.3 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY**

- 1.3.1 the evaluation criteria and weights for functionality as indicated in the table in the Evaluation criteria table will apply.
- 1.3.2 The percentage scored for functionality should be calculated as follows:
- 1.3.3 Each panel member shall award values for each individual criterion on a score sheet. The value

scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the Points scored for the various criteria. These Points should be added to obtain the score for functionality. Paragraph 1.2.3 above will then apply. The following formula should then be used to convert the total score to a percentage for functionality:

$$Ps = \frac{So}{Ms} \times Ap$$

Where

Ps = percentage scored for functionality by bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible score

AP = percentage allocated for functionality

The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

#### **1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY**

Bids that score less than the two minimum threshold of 80% or 75% for functionality will be eliminated from further consideration.

#### **1.5 DETERMINATION OF PERCENTAGE FOR PRICE**

1.5.1 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.

1.5.2 The percentage scored for price shall be calculated as follows:

The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices (adjusted or not), will proportionately obtain lower percentages based on the following formula:

$$Ps = \frac{P_{min}}{P_t} \times Ap$$

Where

Ps = percentage scored for price by bid/proposal under consideration

Pmin = lowest acceptable bid/proposal

Pt = price of bid/proposal under consideration

AP = percentage allocated for price

#### **1.6 CALCULATION OF POINTS FOR PRICE**

- 1.6.1 The points scored out of 80 shall be calculated according to the following formula  
 1.6.2 The 80/20 preference point system

$$P_s = 80(1 - \frac{H_s - R_s}{R_s})$$

Where

P<sub>s</sub> = points scored for price of the bid/proposal under consideration

H<sub>s</sub> = highest percentage scored by any acceptable bidder for functionality and price

R<sub>s</sub> = percentage scored for price by bid/proposal under consideration.

## 1.7 AWARDING OF POINTS FOR HWSETA SPECIFIC GOALS

In terms of the new PPPFA Regulation, 2022 of the Preferential Procurement Regulations, preference points must be awarded to a bidder for HWSETA specific goals. Points claimed in respect of the HWSETA specific goals must be in accordance with the table reflected in paragraph below and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or any other body authorized by the Minister to undertake accreditation of verification agencies. Points for any specific goals will be awarded according to the formula (e) indicated in the preference points claim form(s).

NO	HWSETA SPECIFIC GOALS CLASSIFICATION	DEFINITION	POINT ALLOCATION
1.	Black woman	is a generic term which means African woman, Coloured woman and Indian woman	3
2.	People with disability	people who have a long-term or recurring physical or mental impairment which substantially limits their prospects of entry into, or advancement in, employment.	4
3.	Black youth	persons between the ages of 14 and 35	5
4.	QSE/EME	A qualifying small business enterprise in terms of a code of good practise on black economic empowerment	5

		issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act  An exempted micro enterprise in terms of the code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act	
5.	Black owned	Is a generic term which means Africans, Coloureds and Indians	3

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or Registered Auditor approved by IRBA, or any other body authorized by the Minister to undertake accreditation of verification agencies do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issued EMEs with B-BBEE Certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE as a legal entity, provided that the entity submits their B-BBEE certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

Bids will not be disqualified from bidding process if the bidder did not submit a certification substantiating the B-BBEE contribution.

Failure to capture the required B-BBEE certificates will lead to zero (0) points for non-compliant service provider.

## 1.8 COMBINING PRICE AND PREFERENCE POINTS

1.8.1 The points scored by a bidder in respect of the points indicated above will be added to the point scored for price The Preference Points for each bid will now be added to the price mark for that bid (see 1.6.2).

In the event that two or more bids have scored equal total points, the contract will be awarded to the highest number of points for HWSETA specific goals.

Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

1.8.2 The Bid Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.8.1 or to a lower scoring bid on justifiable grounds.

## 1.9 ADJUDICATION OF BID

The Board will consider the recommendations of the Tender Committee/Adjudication Committee and make the final award. The successful bidder will usually be the service provider scoring the highest number of points, or it may be a lower scoring bid on justifiable grounds, or no award at all.

## 1. EVALUATION CRITERIA

1.1 All bidders will be evaluated based on the criteria indicated hereunder:

CRITERION	MAXIMUM TO BE AWARDED
<b>Functionality</b>	
1. Proven track record and experience in conducting the same project: 1.1 bidder/s (three written references not older than 5 years)  (03 points for each letter)	09
2. Appropriateness of qualifications and experience of facilitators/trainers, Assessors and Moderators: 2.1 A list of the 5 team members and the roles they will play (05) 2.2 CVs of 5 team members (05) 2.3 Qualification/s (copies of certificates) of 5 team members (05) 2.4 4 x ETDPSETA Assessor/Moderator registration letters (08)	23
3. Delivery of training project a. Mock project plan reflecting how the following will be conducted: <ul style="list-style-type: none"> <li>• Training; (08)</li> <li>• Assessments; (05)</li> <li>• Moderations; (05)</li> <li>• Verifications; (05)</li> <li>• Certifications. (05)</li> <li>• POE Compilation, submission and follow ups (15)</li> </ul>	43
4. Capacity to implement the project (minimum of R50 000) 4.1 Latest audited financial statements and Relevant references, or if it is a start-up company, relevant guarantees or proof of cash reserves. (20)	20
5. Training of youth 5.1 Discuss how you will capacitate youth. (At least one (1) unemployed FET College/University graduate) throughout the implementation of this project (See paragraph 19 in this document)	05
<b>Subtotal for Functionality (maximum) 100%</b>	<b>100 points</b>
<b>6 Price</b>	
Relative competitiveness of proposed price	
<b>TOTAL % FOR PRICE</b>	<b>80</b>
<input type="checkbox"/> Preference points	
<b>HWSETA SPECIFIC GOALS</b>	<b>20</b>
<b>Subtotal (maximum)</b>	
<b>Total for Price and Specific Goals Points</b>	<b>100</b>

1.2 All bidders will be evaluated based on the criteria indicated hereunder:

***The bids will be evaluated on functionality separately first. Bids scoring less than the two thresholds on the functionality will not be considered further in the evaluation and will be disregarded.***

***Note: The two minimum threshold of 80% and 75% will be applied.***

***The 80% threshold will apply if:***

- ***Three or more bids achieve a minimum score of 80% and more.***

***The 75% threshold will apply if:***

- ***less than three bids score less than 80%***

***Or***

- ***if three or more bids achieve a minimum score of 75% and above***

***The remaining successful bidders will be evaluated on the 80/20 preference point system.***

***Note: The two minimum threshold of 80% and 75% will be applied.***

***The 80% threshold will apply if:***

- ***Three or more bids achieve a minimum score of 80% and more.***

***The 75% threshold will apply if:***

- ***less than three bids score less than 80%***

***Or***

- ***if three or more bids achieve a minimum score of 75% and above***

***The remaining successful bidders will be evaluated on the 80/20 preference point system.***

**PRICING SCHEDULE**

NAME OF BIDDER: .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

BID DESCRIPTION: .....

**PAR NO**

**DESCRIPTION**

**BID PRICE IN RSA CURRENCY**

Price is inclusive of VAT,

**THE HWSETA WILL FUND THE COST OF VENUES AND CATERING**

**If the rates quoted are not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example Consumer Price Index**