

**REQUEST FOR PROPOSAL [RFP] FOR APPOINTMENT OF ACCREDITED TRAINING INSTITUTIONS TO OFFER ACCREDITED TRAINING ON SOLAR WATER HEATER INSTALLATION TO INSTALLER ASSISTANTS TO SUPPORT THE ROLL-OUT OF THE NATIONAL SOLAR WATER HEATER PROGRAMME**

**RFP NUMBER:** ATI/07/2019

**ISSUE DATE:** 02 JULY 2019

**COMPULSORY BRIEFING:** 11:00 AM ON FRIDAY, 12 JULY 2019 AT THE CEF OFFICES, 152 ANN CRESCENT, SANDTON

**CLOSING DATE:** 01 AUGUST 2019

**CLOSING TIME:** 12:00 CAT, MIDDAY

**TENDER VALIDITY PERIOD:** 120 DAYS FROM CLOSING DATE

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## LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CEF (SOC) LTD	Central Energy Fund – State Owned Company Limited
DHET	Department of Higher Education and Training
DoE	Department of Energy
DoL	Department of Labour
PC	Procurement Committee
EME	Exempted Micro Enterprise
EWSETA	Energy and Water Sector Education and Training Authority
FA	Framework Agreement
GIZ	Gesellschaft für Internationale Zusammenarbeit
GTC	General Tender Conditions
ID	Identity Document
IGFA	Intergovernmental Relations Framework Act
JIA	Joint Implementation Agreement
JIP	Joint Implementation Plan
JV	Joint Venture
LOA	Letter of Award
MoA	Memorandum of Agreement
NDA	Non-Disclosure Agreement
NQF	National Qualification Framework
PMU	Project Management Unit
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SA	Supply Agreement
SAQA	South African Qualifications Authority
SME	Small Medium Enterprise

SOC	State Owned Company
SWH	Solar Water Heater
TCO	Total Cost of Ownership
UIF	Unemployment Insurance Fund
VAT	Value-Added Tax
ZAR	South African Rand
SWH	Solar Water Heaters

# REQUEST FOR PROPOSAL [RFP] FOR APPOINTMENT OF ACCREDITED TRAINING INSTITUTIONS TO OFFER ACCREDITED TRAINING ON SOLAR WATER HEATER INSTALLATION TO INSTALLER ASSISTANTS TO SUPPORT THE ROLL-OUT OF THE NATIONAL SOLAR WATER HEATER PROGRAMME

## PART 1: NOTICE TO TENDERERS

### 1. INVITATION TO TENDER

Response submissions to this RFP [hereinafter referred to as **Tender(s)**] are requested from accredited training institutions, companies, close corporations or enterprises [hereinafter referred to as **Tenderer(s)**].

#### 1.1 INSPECT TENDER DOCUMENTS FROM

RFP document can be found on the National Treasury's e-tender website at this address <http://www.etenders.gov.za/content/advertised-tenders> and other relevant subsequent correspondence regarding the RFP can be found on CEF (SOC) Ltd's website at [www.cefgroup.co.za](http://www.cefgroup.co.za).

**No tender documents will be collected by hand from the CEF (SOC) Ltd offices and no tender documents will be emailed and/or couriered to potential tenderers.**

#### 1.2 ISSUE DATE

The tender documents describing the scope of work and evaluation criteria will be available from Tuesday, 02 July 2019 from the National Treasury's eTender website. <http://www.etenders.gov.za/content/advertised-tenders>.

The tender documents can be downloaded at no cost.

#### 1.3 COMPULSORY BRIEFING SESSION MEETING

A compulsory RFP briefing session meeting will be conducted on the **Friday, 12<sup>th</sup> July 2019** at **11:00 am** for a period of **± 2hours** at **152 Ann Crescent, Upper Grayston Office Park, Block C, CEF House, Ground Floor, Strathavon** The briefing session meeting will start punctually; information will not be repeated for the benefit of Tenderers arriving late.

All corresponding notes (such as briefing notes elaborating on questions; requests for additional information on the tender; and/or CEF providing additional information where it deems fit to communicate to the tenderers for the purposes of completing the tender;

Draft Agreements etc.) will be posted on the CEF website. It is the Tenderers responsibility to check the CEF website regularly for any updates, additional information and/or changes.

Any clarity sought by the tenderers post the compulsory briefing session should be submitted in writing to the CEF (SOC) Ltd designated employee stated in section 5.1.

**Bidders who fail to attend the compulsory briefing session will be disqualified.**

## 1.4 CLOSING DATE

Closing date for this RFP will be **Thursday, 01 August 2019 at 12:00 midday (South African time)**.

Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a Tender is late or delivered to the incorrect address, it will not be accepted for consideration.

## 2. TENDER SUBMISSION

Tenders must be submitted in a sealed envelope through a tender box and addressed as follows:

CEF (SOC) Ltd  
152 Ann Crescent, Upper Grayston Office Park  
Block C, CEF House, Ground Floor  
Strathavon, Sandton, Johannesburg

**RFP No:** ATI/07/ 2019

**Description:** Appointment of accredited training institutions to offer accredited training on Solar Water Heater Installation to installer assistants to support the roll-out of the National Solar Water Heater Programme.

## 3. DELIVERY INSTRUCTIONS FOR RFP

### 3.1 Delivery by hand

The envelope must be deposited in the CEF (SOC) Ltd tender box which is located at 152 Ann Crescent, Upper Grayston Office Park, Block C, CEF House, Ground Floor, Strathavon, Sandton, Johannesburg, and must be addressed as above:

It should also be noted that the above tender box is accessible from **07:30 to 16:00 on working days only**.

### 3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as above and delivered to the above address. When signing the register, **the courier company must use the name of the tenderer (i.e. bidder) on the submission register found at reception**.

If Submissions are not delivered as stipulated herein, such Submissions will not be considered or will be disqualified.

No email or faxed Submissions will be considered, unless otherwise stated herein.

The Submissions to this RFP will be opened as soon as possible after the closing date and time. CEF (SOC) Ltd shall not, at the opening of Submissions, disclose to any other company any confidential details pertaining to the Proposals/tenders received, i.e. pricing, delivery, etc.

Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

## 4. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

CEF (SOC) Ltd, like any other organ of state, is obliged to comply with the Constitution of the Republic of South Africa, the Public Finance Management Act (PFMA), and related relevant prescripts, that is, regulations, practice notices and guidelines and as a result, fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment. CEF (SOC) Ltd supports sector transformation and promotion of economic transformation in identified areas and therefore has an equal obligation to redress the imbalances of the past.

CEF (SOC) Ltd would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives



[including, but not limited to subcontracting and Joint Ventures] as part of their tendered submissions. All procurement transactions will be evaluated accordingly.

#### 4.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, tenderers are to note that the following preference point systems are applicable to all Tenders:

- The 80/20 system for requirements with a Rand value of up to Fifty Million Rand (R50,000,000 including all applicable taxes); and
- The 90/10 system for requirements with a Rand value above Fifty Million Rand (R50,000,000 including all applicable taxes).

In compliance with the Preferential Procurement Regulations, tenderers are to note that if the 80/20 preference point system is stipulated in this RFP and all Tenders received exceed Fifty Million Rand (R50,000,000) the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Tenders received are equal to or below Fifty Million Rand (R50,000,000) the RFP must be cancelled.

The value of this Tender is estimated to **NOT exceed** Fifty Million Rand (R50,000,000 including all applicable taxes) and therefore the **80/20** system shall be applicable.

When CEF (SOC) Ltd invites prospective Service Providers to submit Proposals for its various expenditure, it requires Tenderers to have their B-BBEE status verified in compliance with the revised Codes of Good Practice issued on 09 November 2018 [Government Gazette No. 42021] and Preferential Procurement Regulations, 2017. Tenderers are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tender, to substantiate their B-BBEE rating claims.

Tenderers who do not submit B-BBEE status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process. They will score points out of 80 for price only and zero (0 points out of 20 for B-BBEE). A consortium or joint venture must submit a consolidated B-BBEE Status Level Verification for every separate tender. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

Tenderers should note that the Department of Trade and Industry recently revised the Codes of Good Practice on 09 November 2018 [Government Gazette No. 42021]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 11 October 2013. As such, CEF (SOC) Ltd will accept B-BBEE certificates issued based on the Revised Codes. CEF (SOC) Ltd will also continue to accept B-BBEE certificates issued in terms of the 2013 version of the Codes provided it was issued before 09 November 2018. Thereafter, CEF (SOC) Ltd will only accept B-BBEE certificates issued based on the Revised Codes.

Tenderers are required to complete Annexure B [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE as outlined above.**

#### **4.2 B-BBEE Joint Ventures or Consortiums**

Tenderers who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by CEF (SOC) Ltd through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to CEF (SOC) Ltd.

Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Annexure B [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note:** Failure to submit a valid B-BBEE certificate for the JV or a certified copy thereof at the closing date of this RFP will result in a score of zero being allocated for B-BBEE as outlined above.

In the event of a Joint-Venture or Consortium submission, all members of the consortium conducting training activities must have the relevant certification(s) for conducting all required training for SWH installer assistants. Tender submissions from consortiums and joint ventures will be disqualified if any member of the consortium does not have the relevant certification(s). Consortium submissions should clearly indicate the lead party in the consortium.

### **4.3 Subcontracting**

CEF (SOC) Ltd, like any organ of state, supports transformation and empowerment objectives when procuring – including possible subcontracting to advance designated groups. For subcontracting purposes, tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs, QSEs and all designated groups listed under Clause 5.4 of the Implementation Guide for the Preferential Procurement Regulations of 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No.5 OF 2000.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Proposal that such Tenderer intends subcontracting more than 30% [Thirty per cent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the tenderer qualifies for, unless the intended subcontractor is an EME or QSE who are eligible for subcontracting and have the capability to execute the contract.

A person awarded a contract may not subcontract more than 30% [Thirty per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME or QSE that has the capability and ability to execute the subcontract.

Tenderers must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.

In terms of Annexure B of this RFP [the B-BBEE Preference Point Claim Form] Tenderers are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of all the sub-contractor/s.

**Note: No subcontracting will be allowed to entities that do not have certification from the EWSETA to conduct training for the relevant Unit Standards and solar water heating installations.**

## 5. COMMUNICATION

- 5.1 For specific queries relating to this RFP, the dedicated CEF (SOC) Ltd employee is Berlinda Rakolota, email address [berlindar@cefgroup.co.za](mailto:berlindar@cefgroup.co.za).
- 5.2 After the closing date of the RFP, a Tenderer may only communicate with the CEF Procurement Department, through the specific person for this RFP on any matter relating to its RFP Proposal.
- 5.3 Tenderers are to note that changes to its submission will not be considered after the closing date.
- 5.4 Tenderers are warned that a Proposal will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer or employee of CEF (SOC) Ltd, the DoE, or DoL/UIF in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with CEF (SOC) Ltd in the future.

## 6. INSTRUCTIONS FOR COMPLETING THE RFP

- 6.1 Proposals must be submitted as one original document.
- 6.2 All returnable documents tabled in the Proposal Form [Part 4] must be returned with your Proposal.
- 6.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

- 6.4 All tenderers shall provide responses in accordance to the structure given in Part 10:  
Structure of RFP response.

## 7. COMPLIANCE

The successful Tenderer(s) [hereinafter referred to as the **Service Provider(s)**] shall be in full and complete compliance with any and all applicable laws and regulations in the borders of the Republic of South Africa.

## 8. REPUDIATIONS

Tenderers are hereby advised that CEF (SOC) Ltd reserves the right to:

- 8.1 Modify the RFP's Services and request Tenderers to re-Tender on any such changes;
- 8.2 Reject any Proposal which does not conform to instructions and scope of work which are detailed herein;
- 8.3 Disqualify proposals submitted after the stated submission deadline [Closing Date];
- 8.4 Not necessarily accept the lowest priced proposal or an alternative Tender;
- 8.5 Reject all proposals (i.e. in the event that no acceptable tenders are received as per the instructions and scope of work), if it so decides based on justifiable reasons;
- 8.6 Withdraw the RFP on good cause shown;
- 8.7 Award a contract in connection with this proposal at any time after the RFP's closing date;
- 8.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 8.9 Split the award of the contract between more than one Service Provider; or
- 8.10 Make no award of a contract.

In addition, CEF (SOC) Ltd reserves the right to exclude any Tenderer from the Tendering process who has been found guilty of a serious breach of law during the preceding 5 [five]

years, including but not limited to breaches of the Competition Act 89 of 1998. Tenderers are required to declare such serious breach of law during the past 5 [five] years in Part 9 [Breach of Law].

To ensure the tender's compliance with training requirements CEF (SOC) Ltd, supported by the Energy and Water Sector Education and Training Authority ("EWSETA"), will visit the tenderer's office/operation premises during this RFP process prior to official appointment of the Service Provider.

CEF (SOC) Ltd reserves the right to undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, with such PTN to include, at CEF (SOC) Ltd's option, any evaluation criteria listed in this RFP document.

CEF (SOC) Ltd reserves the right to award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

CEF (SOC) Ltd reserves the right to lower the Technical score threshold to **65%** if no Tenderers pass the predetermined minimum threshold of **75%**. **In the event that the minimum threshold is lowered to 65% in this manner, the technical score awarded to each tenderer will not be adjusted. Only the qualifying threshold is lowered to allow tenderers a better opportunity to achieve the minimum threshold percentage. The minimum threshold percentage may be achieved from scores in any combination of the categories in the Technical Evaluation Scoring depicted in Table 2 of Part 2 in this RFP.** Regardless of the scoring achieved in the tender evaluation process and regardless of the threshold percentage applied, no tenderers will be eligible to do any work under this RFP if they are not a training service provider accredited by EWSETA for conducting training on solar water heating installations.

Kindly note that CEF (SOC) Ltd will not reimburse any Tenderer for any preparatory costs or other work performed in connection with its Proposal, whether or not the Tenderer is awarded a contract.

## 9. LEGAL REVIEW

A proposal or tender submitted by a Tenderer will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by CEF (SOC) Ltd's Legal Counsel, prior to consideration for an award of business.

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## PART 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

### 1. BACKGROUND OF THE DOE/CEF JOINT SWH PROGRAMME

In 2015/16 financial year, pursuant Cabinet's decision to note the revised National Solar Water Heater Programme Contracting Model with respect to the implementation of the NSWH Programme, the then Department of Energy released BID Number DOE/008/2015/16 for the appointment of Service Providers to Manufacture, Supply, Delivery and Warehousing of Solar Water Heater Baseline Systems for a period of three years (i.e. 2015/16, 2016/17 and 2017/18 financial years). From this BID Number DOE/008/2015/16, twelve Suppliers were contracted and participated in different categories based on their ability to deliver. Just above 87 000 baseline SWH systems were procured from this three year bid which ended as of the 31 March 2018. The SWH systems currently await installation in residential dwellings in designated households across the 19 municipalities (See Annexure E)

The National Solar Water Heater Programme is divided into three major components from which each has critical sub-components, these components are **1) Social, 2) Repair and Replace and 3) Load Reduction**. The objective and focus of the training subcomponent for both social and repair and replace components are to provide preparatory support and or enable the critical part of the programme which is to prepare for the installation of the procured 87 000 solar water heater baseline systems.

In light of the scale and size on the National Solar Water Heater Programme; dependencies on cross cutting mandates; strengthening technical capacity to roll out the programme and the need to mobilise and optimise available resources across government in terms of human resources, information resources and financial resources, the then Department of Energy partnered with relevant Departments and State Owned Entities (SoEs) to ensure successful implementation of the programme. This collaborative approach would also timeously alleviate potential barriers where there are any especially

on areas where dependencies could affect the critical path of the programme resulting in unnecessary delays. The programme hence requires multidisciplinary effort and a collaborative approach.

Consequently, the then DoE entered into a Framework Agreement (FA) with participating municipalities as the revised contracting model in line with the requirements of the Intergovernmental Relations Framework Act; Memorandum of Agreement (MoA) with the then Department Labour (DoL) through the Unemployment Insurance Fund (UIF) and CEF (SOC) Ltd; and entered into a Joint Implementation Agreement and Joint Implementation Plan (JIP) with CEF (SOC) Ltd. Overall these are key role players on the programme. It should be indicated that the CEF (SOC) Ltd has been designated to implement the repair and replace component of the programme hence it is critical to ensure alignment and synergy among various phases of the programme. The DoL/UIF, DoE and CEF have entered a Memorandum of Agreement through which CEF is designated to source and manage the training service providers for training the SWH installer assistants hence the purpose of this RFP. While CEF will manage the day-to-day activities of the training, the DoE and the DoL/UIF will also remain accountable to their roles as outlined in the MoA to ensure accelerated roll-out of new SWH installations.

It is noteworthy to indicate that municipalities remain at the centre of the implementation of this programme as the key decision makers in the areas of installation and the drivers of local economic development to ensure that in line with the sustainability of the programme, post installation the beneficiaries will not be inconvenienced should the geysers give any problems of technical nature. As a result, installer assistants are selected from participating municipalities to create capacity for repairs and maintenance. In addition, this training phase has to be aligned with product specific training to be conducted by the Suppliers of the 87 000 baseline systems as per the Supply Agreement entered into with the then DoE.

In line with the partnership on collaborative services as outlined above, the Department of Labour (DoL) has allocated training funds through the UIF for training on installer assistants to enable the participation of local people in the installation of the procured 87 000 units to be installed within the designated 19 municipalities. The list of Municipalities and number of installer assistants to be trained per municipality is listed in Annexure E. The programme targets training 2,664 SWH installer assistants across the 19 municipalities.



As indicated above with respect to the cross cutting mandates and dependencies thereof, the Energy and Water Sector Education and Training Authority (“EWSETA”) has been appointed for the monitoring and moderation of this training programme to ensure compliance with training requirements

## 2. SCOPE OF REQUIREMENTS

The overall outputs for the accredited training will cover the following three categories:

### a. Accredited SWH Installer assistant training

Accredited SWH Installer Assistant training programme must cover the following 4 unit standards

Unit	NQF Level	Credits	Description
9964	2	3	Apply HSE to Work Areas
14054	2	3	Read and Interpret Drawings and Specifications
262784	2	20	Mount Solar Water Heater Systems
262786	2	8	Apply Plumbing Principles for Hot water

Note: The EWSETA will issue a statement of results **once all learners have completed the unit standards as well as all their obligations under the SWH programme**. The EWSETA statement of results is a separate and stand-alone document from the certificate issued by the accredited training provider as well as the Suppliers and manufacturers with respect to the product specific training as detailed below.

### b. Product Specific Training

The Service Provider should note that The SWH units come with a 5-year warranty, which starts on the installation day. As part of the Supply Agreement entered into between the Suppliers and the then DoE, the SWH manufacturers referred to as Suppliers shall be notified by the DoE of persons who are intended to be installers (i.e. both appointed installers & learners). Training and accreditation will be required by the Supplier for installation, maintenance and operation through which the suppliers will certify the installers as competent after successful completion of training. This training qualifies an

Accredited Installer to perform the installation of the specific systems from the selected suppliers. The training shall cover at a minimum, installation, handling, testing, normal operation, maintenance, emergency situations, and trouble-shooting in respect of the solar water heater baseline systems. The training procedures shall include classroom training, assisted self-study, on-the-job training and training regarding the solar water heater baseline systems. manufacturers

The Supplier will train and accredit five (5) installers to install a minimum of five percent (5%) of the contracted systems and will therefore need to give product-specific practical training to the installer assistants for certification. This will start before the work place based training. After the product-specific training, the manufacturers will evaluate the installer assistants in the field (i.e. physical installations) on an agreed number of installations, so that the learners can be certified as product installers. The product specific training is a requirement to ensure validity of the 5-year warranty on all baseline unit systems installed under the SWH Programme. While the product specific training shall be provided by the SWH manufacturers, the training institutions is required to make their training facility available and to provide administrative support during this part of the training. **The training provider is required to provide a project plan that incorporates the product specific training by the SWH manufacturers, which is anticipated to take about 10 working days.**

### c. Database Management System (DBMS)

The SWH installations will be monitored and tracked on a web based (DBMS) system. The installer assistants need to be trained to use this system. It is anticipated that this particular training will be conducted in 2 days, preferably at the same training institution. The DBMS training will be done by a separate service provider. The training institution may be required to make their facility available for this 2-day training and support the DBMS training service provider with the venue. The final decision on a venue and other potential assistance will be made during contract negotiations

It is estimated that the theoretical training, the product specific training, as well as the workplace training will take a maximum of 3 months.

The service provider will only issue accreditation or course completion certificates once the learners have completely fulfilled their obligations under this SWH installation training programme.

### 3. SELECTION AND CERTIFICATION OF LEARNERS

#### 3.1 Selection of Learners

The selection of installer assistants/learners shall be conducted by the Public Employment Services Unit (PES) of the Department of Labour in consultation, with DoE and the participating Municipalities.

As per the relevant provisions for regulated training, selected learners must meet the minimum entry requirements for the chosen unit standards. The selection criteria are based on assessment of the candidate's ability to successfully complete both the theory and the practical part of the training.

The training service provider is therefore not expected to identify the learners **but is required to highlight and advise on any pre-selected candidates who do not meet their admission requirements or would be at risk of not successfully completing the training programme.** The target number of learners per targeted municipality is included in Annexure E.

#### 3.2 Certification of Learners

CEF has commissioned EWSETA to conduct all quality assurance and provide the necessary due diligence support to ensure the provided Installer assistant training meets the required standards as set by SAQA.

### 4. TRAINING MATERIAL

To ensure a consistent uniform standard and quality of training, the Service Provider(s) will use the same training manual as developed by the then Department of Higher Education and Training (DHET) in partnership with GIZ and EWSETA and accredited by the South African Qualification Authority (SAQA).

The Service Provider(s) are prohibited from re-printing the Solar Water Heater Installer Assistant manual. Instead, copies of the manual will be allocated to service providers to distribute to the trainees as provided for by the client (i.e. CEF (SOC) Ltd)

## 5. GENERAL SERVICE PROVIDER OBLIGATIONS

The Service Provider(s) shall be fully responsible to CEF (SOC) Ltd for the acts and omissions of persons directly or indirectly employed by them.

The Service Provider(s) must comply with the requirements stated in this RFP.

## 6. SERVICE LEVELS

- a. An experienced account representative(s) is required to work with CEF (SOC) Ltd's procurement department. [No representatives are needed for individual departments or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- b. CEF (SOC) Ltd will have monthly reviews with the Service Provider's account representative on an on-going basis.
- c. The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
  - i. Random checks on compliance scope of requirements;
  - ii. On-time deliverables.
- d. The Service Provider must provide a telephone number for customer service calls.
- e. Failure of the Service Provider to comply with stated service level requirements will give CEF (SOC) Ltd the right to cancel the contract in whole, without penalty to CEF (SOC) Ltd, giving 30 [thirty] days' notice to the Service Provider of its intention to do so
- f. The following table gives an overview of the main milestone that the successful tenderer(s) acknowledges and accepts responsibility for subject to final contract negotiations in the event of being selected as a successful tenderer

The successful tenderer should be available to start with the assignment immediately upon award. The bidder will be required to adhere to the following plan:

Item	Description /Objective	Deliverable	Frequency, Date or comment
<b>Kick-off meeting</b>	To officially kick-off the work assignment including any clarification/ alignment of the scope of work.	Detailed Training Project Implementation Plan outlining milestones w.r.t theoretical, product specific, DBMS, practical, workplace training and competency test each with specific timelines (to be submitted a week after the kick off meeting)	CEF Head Office, TBA (within 5 days of contract award)
<b>Competency test</b>	To test learners' competency through classroom theory test	Summative assessment test and Learner results	As per accreditation requirements (EWSETA and SAQA)
<b>Project Reporting 1:</b>  Training Progress Updates	To submit progress reports through CEF (however for joint discussion with DoE and DoL/UIF Project Management Team comprised of Project Managers and PMU) with official written feedback on the progress of the learners, including highlighting issues of concern.	Monthly progress reports (supported by learner attendance register)	As per agreed schedule and venue.
<b>Project Reporting 2:</b>  Project & Provincial Steering Committee meetings	To submit progress reports through CEF (however for joint discussion with DoE, and DoL/UIF Project Management Team and participating municipalities). The Service Provider will be expected to	PSC presentations supported by narrative reports	As per agreed schedule and venue.

Item	Description /Objective	Deliverable	Frequency, Date or comment
	attend the PSC meetings		
<b>Identification and confirmation of workplace training</b>	Service Provider(s) to identify and confirm workplace training with participating municipalities	Confirmed workplace with participating municipalities  Areas of pre-installation (among the approved areas) confirmed and or ring-fenced for the training	As per the approved confirmed areas between the DoE and municipalities
<b>Learner training agreement and EWSETA database registration</b>	Service Provider to conclude an agreement with the learners	Learner training agreement  Learner letter of appointment  Learner registration with EWSETA	As per the EWSETA requirements
<b>Learner / Trainee Attendance Registers</b>	Service Provider to keep signed trainee attendance	Signed trainee installer assistance attendance Register(s)	Daily / weekly/ monthly
<b>Submission of Draft &amp; final close-out report</b>	To provide CEF, DoE and DoL/UIF with a draft report highlighting the performance of the learners.	Final Close-out report	Prior to learner's graduation
<b>Oral presentation</b>	PowerPoint presentation to Project Teams at CEF (including DoE and DoL/UIF)	PowerPoint Presentations	Prior to learner award ceremony
<b>Certification award ceremony</b>	To present the learners with certificates of competence for successful completion of the training programme.	Learner /Installer assistants Certificates	TBA

**Note:** Exact starting date for training institutions in each municipality will be determined in consultation with the EWSETA to allow for timely and efficient completion of all due diligence and evaluation tasks by the EWSETA

**Acceptance of Service Levels:**

YES		NO	
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**7. RISK**

Tenderers must elaborate on the control measures put in place by their entity, which would mitigate the risk to CEF (SOC) Ltd pertaining to potential non-performance by a Service Provider, in relation to:

**7.1 Quality of Services Delivered:**

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**7.2 Continuity of the Provision of Services:**

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**8. EVALUATION METHODOLOGY**

CEF (SOC) Ltd will utilise the following methodology and criteria in selecting preferred Service Provider(s), if so required:

**Stage 1** : Administrative Response

**Stage 2** : Mandatory requirements

**Stage 3** : 75% Minimum Threshold for Technical/Functionality

**Stage 4** : Due diligence

**Stage 5** : Weighted Scoring (Price and B-BBEE)

**Stage 6** : Post Tender Negotiations (if applicable) requesting Tenderers to provide best and final offer. Final evaluation in terms of 80/20. Final award of contract

## 8.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> <li>• Whether the Tender has been received on time</li> </ul>
<ul style="list-style-type: none"> <li>• Whether all Returnable Documents were completed and returned by the closing date and time</li> </ul>
<ul style="list-style-type: none"> <li>• Verify the validity of all returnable documents</li> </ul>

The test for administrative responsiveness [Stage One] must be passed for a Tenderer's Proposal to progress to Stage Two for further pre-qualification.

## 8.2 STAGE TWO: Mandatory requirements

- Valid original Tax Clearance Certificate must be provided along with the proposals. CEF will not do any business with any service provider whose tax issues are not declared and in good standing with the South African Revenue Services (SARS).
- Proof of EWSETA Accreditation for all relevant unit standards required under an accredited training programme for SWH installation assistants
- Price Offer.

## 8.3 STAGE THREE: Minimum Threshold 75% for Technical Criteria

As prescribed in terms of the PPPFA and its Regulations, Tenderers are to note the following: Functionality is included as a threshold with a prescribed percentage threshold of 75%.



The test for the Technical and Functional threshold will include the following:

Bidders will be evaluated according to the technical evaluation criteria described below.

Bidders with a minimum score of Technical score of 75% will be evaluated further.

Tenderers will be assessed against the technical evaluation criteria listed in Table 2. The criteria will be evaluated according to the descriptors described in Table 1 below.

Supporting documentation will be evaluated against the criteria listed and bids allocated a technical functionality score. A minimum overall technical functionality score of 75% is required to qualify bidders for further evaluation.

Note that appointment letters will not be considered as reference letters.

**Table 1: Interpretation of evaluation descriptors**

Points	Interpretation	Description
5	Excellent	The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach details ways to improve the project outcomes and the quality of the outputs
4	Very good	Specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.
3	Good	Satisfactory and partially tailored to address the specific project objectives. The approach minimally deals with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are compliant with project specifications.
2	Average	Generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.
1	Poor	Poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
0	Non Responsive	No response. Failed to address the criteria in any meaningful way.

**Table 2: Technical Evaluation criteria**

Item No	Technical Evaluation Criteria	Proof	Score	% Weighting	
1	<b>Experience of the institution.</b> The institution must have successfully completed similar training in the last 5 years. Training provided on behalf of service providers outside normal academic programmes will be an added advantage.	Relevant (Solar water heating installations training) Client reference letters –on a client’s letter, dated and signed, with contact details and describing the services/trainings rendered	Provided relevant accredited training for 5 or more entities	5	15%
			Provided accredited training for 4 entities	4	
			Provided accredited training for 3 entities	3	
			Provided accredited training for 2 entities	2	
			Provided accredited training for 1 entity /Provided accredited training for own students only	1	
			No accredited training./Non- responsive	0	
2	<b>Experience of team to this particular assignment</b> The institution’s key personnel (facilitators) / proposed team must have relevant qualifications, skills and experience in related assignments (solar water heating), both theoretical and practical.	Submit CVs in the supplied template/format ( <b>Annexure D</b> )  Also Provide an organogram illustrating the project structure. Please indicate key personnel and their roles.	5 years average experience	5	20%
			4 years average experience	4	
			3 years average experience	3	
			2 years average experience	2	
			1 years average experience	1	
			Non- responsive	0	
3	<b>Approach/Methodology</b> The bidder must demonstrate thorough understanding of the objectives and scope of work for this assignment by <b>providing</b> a comprehensive methodology/approach to be utilised for the execution of this assignment. In its methodology, the bidder must address critical	Clear Method Statement: Project Execution Method	Excellent	5	35%
			Very Good	4	
			Good	3	
			Average	2	
			Poor	1	
			None	0	
		Project Schedule	Excellent	5	15%

Item No	Technical Evaluation Criteria	Proof	Score	% Weighting	
	aspects such as project planning, timelines, sourcing tools, equipment maintenance, risk management etc.	Contains Gantt Chart (compulsory), resource schedule, activity sequencing linked to timelines	Very Good	4	
			Good	3	
			Average	2	
			Poor	1	
			None	0	
		Quality Control Plan	Excellent	5	10%
			Very Good	4	
			Good	3	
			Average	2	
			Poor	1	
			None	0	
4	Ability to provide facilities for manufacturer's product specific training (maximum 2 weeks).	Bidders' proposal	Facility available for 2 weeks	5	5%
			Limited facilities	3	
			No facilities	0	

**Note to the Bidder:** A bid that does not meet the 75% minimum threshold requirements then will be disqualified.

## 8.4 STAGE FOUR: Due diligence

Service providers who score the 75% minimum technical threshold will progress to the due diligence stage. EWSETA will conduct the due diligence according to the Accreditation Audit Guide. Only service providers who still comply with the Accreditation Audit Guide criteria will be selected to provide the training.

The due diligence process will include approval of workplaces where work-based training is to take place since these locations host a substantial portion of the overall training. An assumption is made that most of the 19 municipalities participating in this programme will be approved. However, where any municipality is not approved, EWSETA will have to conduct workplace approval. Such approval will include ensuring that there are mentors (assistants) at workplaces for the learners, the mentors will also be expected to accompany learners to houses where the installations are going to take place.

## 8.5 STAGE FIVE: Evaluation and Final Weighted Scoring

Bidders should use pricing schedule in Part 3 for their pricing offer. The bidders who passed stages 1 to 4 of the evaluation will progress to commercial evaluation:

### a) Price Criteria

[Weighted score 80 points]:

Evaluation Criteria
• Commercial offer
• Commercial discounts
• Exchange rate exposure( if any)

CEF (SOC) Ltd will utilise the following formula in its evaluation of price:

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

Where:

$P_s$  = Score for the Tender under consideration

$P_t$  = Price of Tender under consideration

$P_{min}$  = Price of lowest acceptable Tender

## b) Broad-Based Black Economic Empowerment criteria

[Weighted score 20 points]

- B-BBEE – current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure B

### 8.6 STAGE SIX: Post Tender Negotiations

CEF (SOC) Ltd reserves the right to conduct post tender negotiations with a shortlist of Tenderer(s). The shortlist could comprise of one or more Tenderers. Should CEF (SOC) Ltd conduct post tender negotiations, Tenderers will be requested to provide their best and final offers to CEF (SOC) Ltd based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Tenderer(s).

The intention is to contract on a single price per student for all the training institutions.

### 8.7 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	75
Due Diligence	Compliance with Accreditation Audit Guide

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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**PART 3: PRICING SCHEDULE**

Tenderers will be required to price using the table below as a guide:

<b>Basis for costing:</b>			
<ul style="list-style-type: none"> <li>• Number of learners to be admitted: ___ learners</li> <li>• Duration of the training in days: ___ working days</li> </ul>			
	<b>Cost item</b>	<b>Cost/Unit (learner/day) (ZAR)</b>	<b>Comments</b>
1.	Training of the 4 Unit Standards (excluding PPE, Toolbox and Toolkit)		This should be at or below the regulated price for the SWH Installer Assistant training programme. If applicable, VAT must be included in this price.
2.	Use of facilities for product specific training <b>Note:</b> CEF may opt to use alternative venue and this decision will be finalised in the negotiation phase after selection of successful bidders		The product specific training will be provided by the SWH manufacturers. The training institution should make available the facilities for 10 days and provide administrative support for this training.
3.	Use of facilities for DBMS training <b>Note:</b> CEF may opt to use alternative venue and this decision will be finalised in the negotiation phase after selection of successful bidders		The DBMS training will be provided by a 3 <sup>rd</sup> party. The training institution should make available the facilities and provide administrative support for this training.
4.	Transport fee		This should be based on R50/day per learner. This will be paid by the institution to the learners. CEF will require reports and attendance register in this regard.
5.	Catering for lunch <b>Comprising:</b> 1 starch, 1 vegetable and salad, Meat/fish 1 soft Drink - 340ml		This should be based on R50/day per learner. The training institution can appoint a service provider to provide the lunch. CEF reserves a right to opt for alternative catering provider.

6.	Additional direct costs (if applicable)		Please indicate what these costs are for
7.	Additional indirect costs (if applicable)		Please indicate what these additional indirect costs are e.g. travel, accommodation for facilitators, trainers, venue hire if not own facility.
8	Total cost per learner excluding use of facilities for DBMS and product specific training (incl. VAT)	<b>1+4+5+6+7</b>	<b>This is the total cost per learner for the full training programme.</b>
9	Total cost per learner including use of facilities for DBMS and product specific training (incl. VAT)	<b>1+2+3+4+5+6+7</b>	<b>This is the total cost per learner for the full training programme.</b>
10	<b>Total Costs of training</b>	<b>Total cost per learner (line 8) x number of learners</b>	<b>This should be the total amount that the training institution requires. It is based on the cost per learner in line 8 multiplied by the number of learners to be admitted.</b>

### Notes on Pricing and disbursements:

#### Pricing

- a) Prices must be quoted in South African Rand, inclusive of VAT.
- b) Prices quoted must be held valid for a period of 120 days from closing date of this RFP.
- c) To facilitate like-for-like comparison Tenderers must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a Tender being declared non-responsive. (A breakdown of each cost element will be required to determine how the lump sum was calculated)
- d) Item 1 in the pricing schedule table above shall include all direct costs such as pay rates for project leader, trainers, assessors, admin support
- e) Full description must be given for any additional direct and indirect costs
- f) Please note that should you have offered a discounted price(s), CEF (SOC) Ltd will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

## Disbursements

- a) Travel and accommodation costs will only be approved for disbursements/payment if aligned to the following guidelines
- If vehicle hire is required, Class/Group A vehicle is used (small passenger car)
  - If private vehicles are used, travel costs will be reimbursed at R3.60/km with the distance being from the location of the accredited training institution to the relevant closest/local municipality offices for scheduled meetings
  - If accommodation is required, daily rate shall not exceed R1200 incl. VAT
  - No subsistence and travel (S&T) allowance will be paid
  - If flights are required, only economy class travel is permissible
- b) For costing purposes in the table above, the tenderer may **provisionally** assume 1 meeting per month with their respective municipality within which they are located. This cost may be included under indirect costs (line item 7 in the Pricing Schedule Table). Given the expected training duration of 3 months, there will be 3 meetings expected with the host municipality.
- c) All travel that is additional to the provisional number of meetings stipulated here shall pre-approved by CEF
- d) Final agreement in terms of travel for meetings etc. will be determined during the contract negotiation process prior official appointment.



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**Part 4: PROPOSAL FORM**

I/We \_\_\_\_\_

*[name of entity, company, close corporation or partnership]*

of *[full address]*

\_\_\_\_\_  
\_\_\_\_\_

carrying on business trading/operating as \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners hereby offer to provide the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in CEF (SOC) Ltd's:

(i) **Contract Conditions** (to be available for the successful Tenderer

I/We accept that unless CEF (SOC) Ltd should otherwise decide and so inform me/us in the letter of award/appointment, this Proposal [and, if any, its Annexures and Appendices], together with CEF (SOC) Ltd's acceptance thereof shall constitute a binding contract between CEF (SOC) Ltd and me/us.

Should CEF (SOC) Ltd decide that a formal contract should be signed and so inform me/us in a letter of award/appointment, this Proposal, Purchase Order [and, if any, its Annexures and Appendices] shall constitute a binding contract between CEF (SOC) Ltd and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 4 [four] weeks thereafter, CEF (SOC) Ltd may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for **six months only**. Furthermore, I/we agree to a penalty clause/s to be negotiated with CEF (SOC) Ltd, which will allow CEF (SOC) Ltd to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed provision of the Services due to non-performance by ourselves. In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CEF (SOC) Ltd with cause for cancellation.

#### **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Tenderer hereunder, at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Tenderers shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Tenderer to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

#### **NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Tenderer [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Tenderers will be advised in writing, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

### **VALIDITY PERIOD**

CEF (SOC) Ltd requires a validity period of 120 days [from closing date] against this RFP.

### **NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Tenderer must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [CC] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C.

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(ii) Registered name of company / C.C.

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(iii) Full name(s) of director/member(s); Address/Addresses; ID Number(s)

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## RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Parts and Annexures, as listed in the tables below.

### a) Mandatory Returnable Documents

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Tenderer's disqualification. Tenderers are therefore urged to ensure that all these Documents are returned with their Proposals.

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Proof of EWSETA Accreditation for all relevant unit standards required for training	
Part 3: A price offer	

### b) Essential Returnable Documents

In addition to the requirements of Part (a) above, Tenderers are further required to submit with their Proposals the following essential Returnable Documents as detailed below.

Failure to provide all essential Returnable Documents may not result in a Tenderer's disqualification. Tenderers are urged to ensure that all these documents are returned with their Proposals for fulfilling the evaluation of the responses.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
B-BBEE Certificate	
PART 2 : Background, Overview and Scope of Requirements	
PART 4 : Proposal Form	
PART 5 : Signing Power - Resolution of Board of Directors	

PART 6 : Certificate of Acquaintance with RFP Documents	
PART 7 : Certificate of Acquaintance with Scope of Work	
PART 8 : RFP Declaration Form	
PART 9 : Breach of Law Form	
PART 10: Bid response in prescribed structure or format	
ANNEXURE A : Declaration of Interest	
ANNEXURE B : B-BBEE Preference Points Claim Form	
ANNEXURE C : Declaration of Bidder's Past SCM Practises	
Central Supplier Database(CSD) Registration number (MAAA.....)	

### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Tenderer will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Tenderer be awarded the contract [**the Agreement**] and fail to present CEF (SOC) Ltd with such renewals as and when they become due, CEF (SOC) Ltd shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CEF (SOC) Ltd may have for damages against the Tenderer.

By signing these RFP documents, the Tenderer is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and CEF (SOC) Ltd SOC Ltd will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SIGNATURE OF WITNESSES**

**ADDRESS OF WITNESSES**

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

**SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:**

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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**PART 5: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that:

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_

SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

SIGNATURE SECRETARY

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**PART 6 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF ENTITY: \_\_\_\_\_

1. I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by CEF (SOC) Ltd SOC Ltd for the carrying out of the proposed service for which I/we submitted my/our Proposal.
2. I/we furthermore agree that CEF (SOC) Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this Tender which I/we may have, before submitting the Tender. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this Tender invitation;
  - b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) Provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.



6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor.
7. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
8. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;
  - b) Geographical area where Services will be rendered [market allocation];
  - c) Methods, factors or formulas used to calculate prices;
  - d) The intention or decision to submit or not to submit, a Tender;
  - e) The submission of a Tender which does not meet the scope of work and conditions of the RFP; or
  - f) Tendering with the intention of not winning the Tender.
9. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, scope of work and conditions or delivery particulars of the Services to which this RFP relates.
10. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
11. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Part 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

SIGNATURE OF TENDERER

**REQUEST FOR PROPOSAL [RFP] FOR APPOINTMENT OF ACCREDITED TRAINING INSTITUTIONS TO OFFER ACCREDITED TRAINING ON SOLAR WATER HEATER INSTALLATION TO INSTALLER ASSISTANTS TO SUPPORT THE ROLL-OUT OF THE NATIONAL SOLAR WATER HEATER PROGRAMME**

**PART 7 : CERTIFICATE OF ACQUAINTANCE WITH SCOPE OF WORK**

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Scope of Work for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that CEF (SOC) Ltd SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Scope of Work or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Scope of Work as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

SIGNATURE OF TENDERER

REQUEST FOR PROPOSAL [RFP] FOR APPOINTMENT OF ACCREDITED TRAINING INSTITUTIONS TO OFFER ACCREDITED TRAINING ON SOLAR WATER HEATER INSTALLATION TO INSTALLER ASSISTANTS TO SUPPORT THE ROLL-OUT OF THE NATIONAL SOLAR WATER HEATER PROGRAMME

PART 8: RFP DECLARATION FORM

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. CEF (SOC) Ltd has supplied and we have received appropriate Submissions to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. At no stage have we received additional information relating to the subject matter of this RFP from CEF (SOC) Ltd sources, other than information formally received from the designated CEF (SOC) Ltd contact(s) as nominated in the RFP documents;
4. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CEF (SOC) Ltd in issuing this RFP and the requirements requested from Tenderers in responding to this RFP have been conducted in a fair and transparent manner;
5. Furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CEF (SOC) Ltd Group including any person who may be involved in the evaluation and/or adjudication of this Tender;
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CEF (SOC) Ltd Group.

7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Tenderer is to complete the following Part:

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with CEF (SOC) Ltd:

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*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Tenderer from doing future business with CEF (SOC) Ltd].*

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and CEF (SOC) Ltd [other than any existing and appropriate business relationship with CEF (SOC) Ltd] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CEF (SOC) Ltd immediately in writing of such circumstances.
9. We accept that any dispute pertaining to this Tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.

10. We further accept that CEF (SOC) Ltd reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

**REQUEST FOR PROPOSAL [RFP] FOR APPOINTMENT OF ACCREDITED TRAINING INSTITUTIONS TO OFFER ACCREDITED TRAINING ON SOLAR WATER HEATER INSTALLATION TO INSTALLER ASSISTANTS TO SUPPORT THE ROLL-OUT OF THE NATIONAL SOLAR WATER HEATER PROGRAMME**

**PART 9: BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

do hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

Furthermore, I/we acknowledge that CEF (SOC) Ltd SOC Ltd reserves the right to exclude any Tenderer from the Tendering process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

SIGNATURE OF TENDERER

## REQUEST FOR PROPOSAL [RFP] FOR APPOINTMENT OF ACCREDITED TRAINING INSTITUTIONS TO OFFER ACCREDITED TRAINING ON SOLAR WATER HEATER INSTALLATION TO INSTALLER ASSISTANTS TO SUPPORT THE ROLL-OUT OF THE NATIONAL SOLAR WATER HEATER PROGRAMME

### PART 10: STRUCTURE OF THE RFP RESPONSE

In order to allow easy understanding and efficient evaluation of all RFP bid responses, CEF requires that all responses follow a prescribed response structure as outlined below. **Where responses are not aligned to the prescribed structure and there is undue difficulty in finding relevant information required for proper bid evaluation, CEF reserves the right not to consider such a response.** All RFP bid responses are to have the following sections clearly marked, presented in the following order, and furnished with the required information in sufficient detail. All CVs provided as part of the RFP response should be completed in the format presented at the end of this part 10.

#### COVER PAGE

- Name of Institution
- Physical address of institution (municipality, province)
- Contact person for the purposes of this tender
- Contact details of the contact person (email address, cell-phone and office number number)

#### Section 1:

##### BACKGROUND OF THE INSTITUTION

The purpose of this section is to give an overview and history of the training institution.

Please indicate the year in which the training institution was established. Provide the organisational structure of the institutions showing the different departments that the institution has and how the institution is governed. List relevant courses that are offered at the institution and indicate how many students are enrolled in each of the different departments in the last five years.



## Section 2:

### ACCREDITATION AND CAPACITY FOR THE SWH INSTALLER ASSISTANT PROGRAMME

In this section, the training institutions are required to prove, indicate, or provide:

- i. Date(s) when EWSETA accreditation was issued for the SWH training of the relevant 4 unit standards, and provide the proof of accreditation.
- ii. Duration of validity on the accreditation (i.e. expiry date)
- iii. Experience of the institution in delivering SWH installation training including number of learners trained in the last 5 years.
- iv. Resources/capacity to deliver programme (facilities, classrooms, staff etc.)
- v. Demonstrate previous experience of work performed outside own facilities taking into consideration the designated municipalities
- vi. Key personnel for the training delivery (lead project manager or coordinator, all accredited facilitators, assessors, and trainers who will be involved)
- vii. CVs of all key personnel that will be used for the SWH Installer Assistant training (highlighting experience and proof of training accreditation of each person in SWH training)

## Section 3:

### DELIVERY OF SWH TRAINING PROGRAMME

In this section, the training institutions are required to articulate clearly how the accredited SWH installer assistant training will be delivered and the timeframes for the training. This should include:

- i. Structure of the accredited SWH training presented by the Training provider should include the Theory, Practical, product specific (where the will only be required to provide host facilities) and Workplace components. The training must be completed within 3 months.
- ii. During the delivery of the training programme the appointed service provider will be required to set aside minimum 5 days for product specific training to be conducted by the SWH Manufactures to learners in the presence of Installation Companies. These 5 days of product specific training are expected to commence before the workplace component.
- iii. Earliest possible start date for delivery of SWH training programme

- iv. Detailed project plan and Gantt chart with all major milestones
- v. Project plan/Gantt chart to include all deliverables
- vi. Project plan to consider monitoring and evaluation by the EWSETA
- vii. Plan and arrangements for reporting to CEF, DoE, DoL/UIF, and participating municipalities on major milestones.
- viii. The exact start date for training will be a matter of negotiation hence any project plans and/or Gantt Charts etc. submitted should provide such flexibility regarding the exact starting date

#### Section 4:

#### **COST FOR DELIVERING SWH TRAINING PROGRAMME**

This section should indicate the cost per learner using the table below. In addition to the basis for the costing, which is the duration of the training and number of learners to be enrolled, the other assumptions for the costing should include:

- i. CEF will provide the learners with 2 sets of PPE, toolkit and the toolbox, so this must not be included in the costing below.
- ii. The training institution will be expected to administer the daily transport fee for the learners. The purpose of the fee is to cover transport costs for each learner and is set at R50/learner/day. The training institution might choose to disburse this on a daily or weekly basis.
- iii. The training institutions will through its procurement processes, provide lunch at a cost of R50/learner/per day.
- iv. The DBMS and product specific training will be provided by the DBMS developer and the SWH manufacturer, respectively. The training institution may be required to support these 2 service providers. It is estimated that this additional training will take up to 2 weeks at the training institution. The service provider (i.e. training institution) is therefore required to also provide their fee for use of their facilities for hosting the product specific and DBMS training in the event that this extra training takes place on their premises

#### **Basis for costing:**

- Number of learners to be admitted: \_\_\_ learners
- Duration of the training in days: \_\_\_ working days

	Cost item	Cost/Unit(learner/day) (ZAR)	Comments
1.	Training of the 4 Unit Standards (excluding PPE, Toolbox and Toolkit)		This should be at or below the regulated price for the SWH Installer Assistant training programme. If applicable, VAT must be included in this price.
2.	Use of facilities for product specific training <b>Note:</b> CEF may opt to use alternative venue and this decision will be finalised in the negotiation phase after selection of successful bidders		The product specific training will be provided by the SWH manufacturers. The training institution should make available the facilities for 10 days and provide administrative support for this training.
3.	Use of facilities for DBMS training <b>Note:</b> CEF may opt to use alternative venue and this decision will be finalised in the negotiation phase after selection of successful bidders		The DBMS training will be provided by a 3 <sup>rd</sup> party. The training institution should make available the facilities and provide administrative support for this training.
4.	Transport fee		This should be based on R50/day per learner. This will be paid by the institution to the learners. CEF will require reports and attendance register in this regard.
5.	Catering for lunch <b>Comprising:</b> 1 starch, 1 vegetable and salad, Meat/fish 1 soft Drink - 340ml		This should be based on R50/day per learner. The training institution can appoint a service provider to provide the lunch. CEF reserves a right to opt for alternative catering provider.
6.	Additional direct costs (if applicable)		Please indicate what these costs are for
7.	Additional indirect costs (if applicable)		Please indicate what these additional indirect costs are e.g. travel, accommodation for facilitators, trainers, venue hire if not own facility.
8	Total cost per learner excluding use of facilities for DBMS and product specific training (incl. VAT)	<b>1+4+5+6+7</b>	<b>This is the total cost per learner for the full training programme.</b>
9	Total cost per learner including use of facilities for DBMS and product specific training (incl.	<b>1+2+3+4+5+6+7</b>	<b>This is the total cost per learner for the full training programme.</b>

	VAT)		
10	Total Costs of training	Total cost per learner (line 8) x number of learners	This should be the total amount that the training institution requires. It is based on the cost per learner in line 8 multiplied by the number of learners to be admitted.

**Note:** Ensure adherence to guidelines and notification on pricing and disbursements as written in Part 3 under “Pricing and disbursements” on page 33 of this RFP.

### Section 5:

#### COMPLETION OF CHECKLISTS

Furnishing of all proof required in Table 2 Part 2 (Technical Evaluation Criteria)

Completion of all checklists and returnable forms (Annexures A to F)

Completion of checklist in Section 7 (see following page)

Completion of costing table in Section 4 (see previous page)

### Section 6:

#### CONCLUSION and ADDITIONAL INFORMATION

In the conclusion, the training service provider may provide additional information deemed applicable to bring to the attention of CEF/DoE/DoL/UIF. More specifically, the training service providers are requested to indicate:

- If accommodation for the trainees can be provided and the numbers of learners that can be accommodated indicate if such accommodation is provided by the training institution or a 3<sup>rd</sup> party.
- This accommodation presents an option that may or may not be taken up by CEF/DoE/DoL/UIF
- The cost of such accommodation.

## Section 7:

### PREPARATION FOR IMPLEMENTATION CHECKLIST

#### CANDIDATE SWH INSTALLER ASSISTANT TRAINING INSTITUTION

The bidders must indicate Yes/No and provide proof for the following requirements.

Performance areas	Status
<b>1. Overall Governance and Management</b>	
1.1. Permanent key staff: e.g. Director(s), Manager(s) Principal, Campus Manager and CFO, Accounting Principal	
1.2. Committees/personnel/systems in place for oversight or basic controls on Finance and Audit (to enable tracking of expenditure and post-project audits)	
<b>2. Project management and learner support</b>	
2.1. Project manager available to drive project (CV and profile)	
2.2. List of all employees involved in project and role of each individual	
2.3. Work Based Learning (WBL) function in place or ability/experience to place learners in accredited workplaces to support the programme in terms of work-based learning.	
<b>3. Facilitators and Administration</b>	
3.1. Facilitators with necessary qualifications available	
3.2. Facilitators identified, with extensive/relevant industry experience	
<b>4. Assessors, Moderators and Accreditation</b>	
4.1. Registered Assessors available (EWSETA will also support with moderation task)	
4.2. Registered Moderators available (EWSETA will also support with moderation task)	
4.3. Institution accredited with EWSETA/QCTO to deliver training on Solar Water Heaters	
<b>5. Past and current projects</b>	
5.1. Success with previous/current National Skills Fund (NSF) projects	
5.2. Success with other previous/current industry related projects	
5.3. Success with previous/current SETA projects	
<b>6. Workshop, equipment and tools requirements</b>	
6.1. Workshop ready in terms of safety, lighting, access and ventilation	
6.2. Workshop layout sufficient to accommodate all necessary equipment and at least 15 apprentices at a time	
6.3. Workshop sufficiently equipped with required/relevant machines and other equipment	
6.4. Workshop sufficiently equipped with the trade specific tools to cater for at least 15 learners (each learner will also receive tools procured by DoE/DoL/UIF/CEF)	
<b>7. Organisational requirement</b>	

7.1. CIPRO Proof of registration <u>or</u> proof of EWSETA registration as training institution	
7.2. Tax Clearance Certificate	
7.3. Letter of Good Standing (Workman's Compensation)	
7.4. Health and Safety certification from reputable organisation	
7.5. Floor Plan and lay out of the training area/building conforming to the OHS Act	

## Annexure D: CV TEMPLATE TO BE USED

### Personal details

Full name:  
ID Number:  
Contact details:

### Brief profile summary and areas of expertise

### Education

#### Tertiary Education

Institution:  
Period:  
Qualification:

#### High school

Institution:  
Period:  
Qualification:

### Skills and Abilities

Computer skills:

Engineering skills:

### Work Experience (list all relevant training experience)

Period/Duration:

Company:

Position:

Work description:

Duties:

Key skills acquired:

### Professional and Training Accreditation/Certification

ECSA:

EWSETA:

Other:

### References (at least 2)

Full Name:

Position and Organisation:

Contact number & email:

## ANNEXURE E:

### DESIGNATED MUNICIPALITIES & NUMBER OF INSTALLER ASSISTANTS TO BE TRAINED

Name of Municipality	Number of Installer Assistants to be trained	Province
JB Marks (Tlokwe/Ventersdorp)	152	NW
Mafikeng / Mahikeng	152	
The City of Matlosana	152	
Bitou	92	WC
The City of Cape Town	152	
Swartland	60	
Cape Agulhas	60	
Matzikama	60	
Mossel Bay	60	
Sol Plaatjie	184	NC
Emthanjeni	120	
Polokwane	304	LP
Ethekwini	184	KZN
Mpofana	152	
Makana	184	EC
Ndlambe	120	
Elundini	152	
The City of Tshwane	152	GP
Ekurhuleni	152	