

REQUEST FOR QUOTATIONS

APPOINTMENT OF A SUITABLE PROVIDER TO CONDUCT AN ETHICS OPPORTUNITY AND RISK ASSESSMENT AND ETHICS AWARENESS TRAINING FOR THE FOODBEV SETA

Food and Beverages Manufacturing Sector Education and Training Authority (FoodBev SETA) hereby invites you to submit quotations to conduct an Ethics Opportunity and Risk Assessment and Ethics Awareness Training as follows:

Closing date of submission	03 November 2023
Closing time of submission	11:00 a.m. (Telkom time)
Quotes to be e-mailed to	scm@foodbev.co.za
All quotes must be valid for at least	30 days
Delivery address for the goods	7 Wessel Road, Rivonia Johannesburg

All queries/ clarifications can be sent in writing, citing the bid reference above to the under-mentioned person before the closing date for the quote:

Queries address to	Lerato Nkabinde
Telephone Number: Landline	011 253 7300
e-mail address to send queries	LeratoN@FoodBev.co.za

1. BACKGROUND

- 1.1. FoodBev SETA is a Schedule 3A Public Entity established in terms of the Skills Development Act 97 of 1998. FoodBev SETA is currently operating in Johannesburg at number 7 Wessel Road, Rivonia. FoodBev SETA's function is to promote, facilitate and incentivize skills development in the food and beverages manufacturing sector. FoodBev SETA is one of 21 Sector Education and Training Authorities (SETAs) across the economy mandated to facilitate the delivery of skills development in the country in line with National Skills Development Plan (NSDP) outcomes.

2. PURPOSE

FoodBev SETA hereby seeks to appoint an experienced and reputable service provider to:

- 2.1. Conduct an Ethics Opportunity and Risk Assessment on the organisation
- 2.2. Ethics Awareness Training for staff

3. SCOPE OF WORK

The successful service provider will be required to:

- 3.1. Conduct an Ethics Opportunity and Risk Assessment on the organisation
 - 3.1.1. Conduct a quantitative ethics opportunity and risk survey in the organisation by polling internal stakeholders' perceptions on ethics opportunities and risks.
 - 3.1.2. Present, in a structured format, ethics opportunity and risk reports that reflect the organisation's integrated ethics profile.
 - 3.1.3. Provide preliminary feedback to the Manager: Risk and Compliance and Senior Manager: Corporate Services on the results of the ethics risk and opportunity assessment.
 - 3.1.4. Provide verbal and written feedback to the Executive Management on the organisation's ethics opportunity and risk profile.
 - 3.1.5. Provide verbal and written feedback to the Audit and Risk Committee.
 - 3.1.6. Present the final report to the Board.
- 3.2. Ethics Awareness Training for staff
 - 3.2.1. facilitate one full day workshop with all staff members, including senior management to raise awareness of FoodBev's ethical standards, and their roles and responsibilities regarding the enhancement of the organisation's ethical culture.

4. AGREEMENT FOR DELIVERABLES

- 4.1. To Conduct an Ethics Opportunity and Risk Assessment on the organisation and provide a report with the outcome of the assessment and recommendations for improvement.
- 4.2. Detailed project plan incorporating schedule/timelines.
- 4.3. Present final report to the Board.
- 4.4. Facilitate an Ethics Awareness Training for staff

5. EVALUATION CRITERIA

- 5.1. **Criteria 1: Compliance evaluation**– bidders will first be evaluated in terms of compliance, that is, meeting minimum requirements. Bidders who do not fulfil all the requirements or do not submit required documents using the required format, will be disqualified and not move onto the next stage of evaluations.
- 5.2. **Criteria 2: Functional criteria** – Functionality points are equal to 100 points. Bidders are required to achieve a minimum score of 70 points on functionality evaluations to qualify to be evaluated on BBEE & Price. All bidders who do not score the minimum points will be disqualified.
- 5.3. **Criteria 3: Price and Specific goals** will be evaluated on an 80/20 preferential procurement principle for all bids above R30 000 but below R50 million.



6. CRITERIA 1 – COMPLIANCE EVALUATION

The Bidders must submit:

- 6.1. Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 6.2. Standard Bidding Documents (SBD) forms: (SBD 1, SBD 4 and SBD 6.1): completed and signed by the duly authorized person.
- 6.3. Tax clearance certificate and Pin.

Failure to submit the above documents will result in the bidder being disqualified.

7. CRITERIA 2 - FUNCTIONALITY EVALUATION

Functional criteria	Weight
1. Company references <p>The bidder must provide at least five (5) reference letters from contactable clients (excluding FoodBev SETA) for similar services.</p> <p>The reference letters must be on the bidder's client's letterhead, duly signed by the authorized person, reflecting the nature of the service provided, level of satisfaction for the service and performance of the bidder; and name of contact person.</p> <ul style="list-style-type: none"> ▪ Less than 5 reference letters = 0.00 points ▪ At least five (5) reference letters = 20.00 points ▪ Six (6) or more reference letters = 30.00 points 	30.00
2. Company experience <p>A minimum of five (5) years' experience in providing similar services in public or private organisations is preferred.</p> <p>The bidder must be a member of The Ethics Institute (TEI).</p> <p>The project team must comprise of a certified ethics officer, experienced in conducting psychometric assessments, experience in facilitating ethics training and any relevant qualification.</p> <ul style="list-style-type: none"> ▪ Less than (5) years' experience in providing similar services = 0.00 points ▪ At least five (5) years' experience in providing similar services = 50.00 points <p>A detailed profile of the bidder detailing the number of years in existence supported by a schedule of current and previous clients.</p>	50.00
3. Methodology and Approach <p>The bidder must write a detailed methodology on how the project will be approached and provide a project plan with clear timelines and resources attached. The methodology should outline how all requirements as indicated in the scope of work (section 3 of this invitation) will be addressed.</p> <p>Bidder failed to address all the elements = 0.00 Points</p> <p>Bidder addressed 1 out 5 elements = 2.00 Points</p> <p>Bidder addressed 2 out 5 elements = 5.00 points</p> <p>Bidder addressed 3 out 5 elements = 10.00 Points</p> <p>Bidder addressed 4 out 5 elements = 15.00 Points</p>	20.00



Bidder addressed 5 out 5 elements and more = 20.00 Points	
Total	100.00

Note: the minimum score for functionality is 70 points.

- Please note that the Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/your clients and use their own discretion to score the bidders proposal accordingly.
- It is the responsibility of the bidder to seek clarity by enquiry before submission of the final bid, where the criteria are construed to be ambiguous or confusing. Should there be a difference of interpretation between the bidders and FoodBev SETA, the SETA reserves the right to make a final ruling on such interpretation.
- FoodBev SETA may request clarification or additional information regarding any aspect of the tender document or proposal submitted. The bidders must supply the requested information within twenty-four (24) hours after receipt of a written request from supply chain office. Failure to submit such information may result in disqualification or non-award of functionality points.

8. PREFERENCE POINTS ALLOCATION

- 8.1. **80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million as follows:**

CRITERIA	MEANS OF VERIFICATION	POINTS
Price	Proposed Bid Price	80,00
Preference Points	Specific Goals	20,00
Total Points		100,00

- 8.1.1. The following allocation will determine the specific goals (20.00 points) for this tender process:

Category	% Allocation for each category	Points allocated
Black People Ownership	50%	10,00
Woman Ownership	50%	10,00
Total	100%	20,00

9. CONDITIONS OF CONTRACT

The successful service provider undertakes:

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- 9.1. To treat all relevant and available data and/or information provided by the FoodBev SETA and its employees strictly confidential.



- 9.2. Not to discuss or make any information available to any member of the public, press or other service provider/consultant or any other unauthorized person(s) except as authorized by the FoodBev SETA;
- 9.3. Not to copy or duplicate any software or documentation for private use;
- 9.4. To give back to the FoodBev SETA all documentation, reports, programmes etc. upon completion of the project;
- 9.5. To comply with the provisions of the Protection of Personal Information Act (POPIA), as well as all applicable legislation as amended or substituted from time to time
- 9.6. To secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure, or any other unlawful processing of Personal Information;
- 9.7. General conditions of tender, contracts and orders will be applicable in the execution of the contract;
- 9.8. Parking and travel between the prospective service provider's home/office and the FoodBev SETA will be borne by the Service Provider;
- 9.9. Failure to adhere to the above conditions will lead to the invalidation of the quotation;
- 9.10. The FoodBev SETA reserves the right to discontinue work on any element of the quotation at any given time in consultation with the Senior Manager: Human Resources of the FoodBev SETA, for example the quality of work delivered is poor or the service provider is unduly delaying delivery of service;
- 9.11. Enter into a Service Level Agreement with the FoodBev SETA before the final acceptance of the tender proposal.
- 9.12. The Contract/SLA may be finalized within a period of maximum of five (5) working days for signature before commencement of the work. Bidders must note that FoodBev SETA contracts are vetted by outsourced lawyers therefore it is important to note that it is the responsibility of the bidder to also vet their contract before signing it off.
- 9.13. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 9.14. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goals, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 9.15. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

10. IMPORTANT INFORMATION TO NOTE - GUIDELINES

10.1. Disclosures

Bidder to disclose if they have been subject to proceedings or other arrangements relating to bankruptcy or insolvency

11. DISCLAIMER

- 11.1. FoodBev SETA reserves the right not to appoint a service provider
- 11.2. Not to appoint a bid that scored the highest points i.e. award a bid, on reasonable and justifiable grounds, to a bidder that did not score the highest points
- 11.3. Award the contract or any part thereof to one or more service providers
- 11.4. Reject all bids
- 11.5. Decline to consider any bids that do not conform to any aspect of the bidding requirements



- 11.6. Request further information from any bidder after closing date for clarity purposes
- 11.7. Cancel this RFQ or any part thereof at any time
- 11.8. Require the shortlisted bidders to make presentations at the venue communicated with the bidder and this presentation will be made by bidder at their own cost
- 11.9. Points scored will be rounded to 2 decimals
- 11.10. FoodBev SETA does not communicate with any bidders telephonically indicating that the bidder will be assisted to receive the award in return of financial resources. FoodBev SETA does not request bribes from any of the bidders and should a bidder receive such request, please that bidder must immediately notify FoodBev SETA and the police.

12. CONFIDENTIALITY

- 12.1. Bids submitted will not be revealed to any other bidders and will be treated with utmost confidentiality.
- 12.2. All information pertaining to FoodBev SETA obtained by the bidder as a result of participation in this RFP is confidential and must not be disclosed without written authorisation from the FoodBev SETA.
- 12.3. The bidder must adhere to FoodBev SETAs Code of Conduct, Corruption and Anti-Fraud policy and all laws, rules and regulations that govern the SETA.

13. MISCELLANEOUS

- 13.1. The service provider should include any additional information deemed useful to the FoodBev SETA in evaluating the proposal.

14. NEGOTIATIONS

- 14.1. FoodBev SETA will enter negotiations to agree on fees, scope of work, scope of service, and other salient commercial terms with the preferred bidder.

15. VALIDITY

- 15.1. The proposal provided to FoodBev SETA in terms of this request for quotations will be valid for a period of 90 days from the date of submission except for the Tax and B-BBEE certificates which must still be valid at the time of award.
- 15.2. Should there be a need to request extension of the finalization of the award of the bid, the bidders will be duly informed, and the tender/proposal will remain valid except for items mentioned above.

16. CONDITIONS OF PAYMENT

- 16.1. No service should be provided to FoodBev SETA before an official purchase order has been issued to the supplier.
- 16.2. An invoice supported by all relevant documentation must be submitted to FoodBev SETA for certification and authorization before payment can be made.



16.3. Invoices will be payable 30 days after receipt of the invoice and statement.

17. COST OF TENDERING/ PROVIDING QUOTATIONS

- 17.1. The bidders shall bear all costs and expenses associated with the preparation and submission of the tender document/proposal.
- 17.2. FoodBev SETA shall under no circumstances be responsible and/or liable for any such costs, regardless of, and without limitation to the conduct or outcome of the tendering, evaluation and selection process.
- 17.3. The bidder will have no claim against FoodBev SETA where bids are cancelled for whatever reason.

18. UNSUCCESSFUL BIDDERS

- 18.1. Please note FoodBev SETA's decision on the selection of the successful bidder is final and FoodBev will not enter into any further correspondence and/or negotiations with any unsuccessful bidder.

19. COMPULSORY BRIEFING SESSION

- 19.1. Not Applicable

20. PROCEDURES FOR SUBMITTING QUOTATIONS

- 20.1. **The closing date for proposals is 03 November 2023 @ 11h00.**
Suppliers must reach the FoodBev SETA before or on the closing date and time.
Bidders must email a soft copy of their proposal to: scm@foodbev.co.za.



PREPARED BY:

Name: **Lerato Nkabinde**

Designation **Acting Manager: Risk and Compliance**

Date: **26 October 2023**

Signed: _____

APPROVED BY:

Name: **Pretty Ngwasheng**

Designation **Senior Manager: Corporate Services**

Date **26 October 2023**

Signed: _____

