



INVITATION TO BID - REQUEST FOR QUOTATIONS (RFQ)

PROVISION OF LEGAL SERVICES FOR DEBT COLLECTION OF GRANT RECOVERIES

The Food & Beverages Manufacturing Sector Education and Training Authority (FoodBev SETA) hereby invites suitable bidders to submit quotations to provide legal services related to debt collection as follows:

Closing date of submission	21 February 2022
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	07 Wessels 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	Mabolane Mankga
Telephone Number: Landline	011 253 7315
e-mail address to send queries	scm@foodbev.co.za

1. BACKGROUND

Food and Beverages Manufacturing SETA ("FoodBev SETA") is a Schedule 3A Public Entity established in terms of the Skills Development Act 97 of 1998. FoodBev SETA is operating in Johannesburg at 7 Wessels Road, Rivonia, Sandton. FoodBev SETA's function is to promote, facilitate and incentivize skills development in the food and beverages manufacturing sector. FoodBev SETA is one of the 21 Sector Education and Training Authorities (SETAs) across the economy mandated to deliver on the National Skills Development Plan (NSDP) outcomes.

2. PURPOSE

- 2.1. FoodBev SETA seeks to appoint an experienced and reputable law firm that specialises in debt collection.
- 2.2. The law firm will be responsible for grant recoveries in line with the FoodBev SETA Grant Funding Policy.
- 2.3. The law firm must have a good understanding of the public sector and SETAs.

3. SCOPE OF WORK AND DELIVERABLES

The successful service provider will be required to:

- 3.1. Review the relevant contracts and letters of award for discretionary grant funding furnished to the grant recipients;
- 3.2. Review the FoodBev SETA Grant Funding policy;
- 3.3. Issue letters of demand and summons where necessary;
- 3.4. Attend to all associated litigation necessary to finalise the claims;
- 3.5. Where applicable, set up repayment plans and/or terms. The repayment terms and conditions must first be approved by FoodBev SETA;
- 3.6. Where applicable, record new commitment to repay outstanding debt;
- 3.7. Provide monthly status reports to FoodBev SETA;
- 3.8. Identify and evaluate possible write-offs of outstanding debt; and
- 3.9. Debt management services.

4. AGREEMENT FOR DELIVERABLES / ASSESSMENT

- 4.1. The service provider must have a good understanding of the SETA environment to ensure that the services are rendered in line with the applicable SETA regulatory framework.
- 4.2. The service provider must have expertise and knowledge of skills development issues and related legislation including the Skills Development Act, Public Finance Management Act and the regulations related to the aforesaid Acts.
- 4.3. The service provider must have the ability to produce quality work on all requirements by having experienced and qualified personnel.
- 4.4. No collapse fees will be accepted by FoodBev SETA.



5. CONDUCT OF THE WORK

- 5.1. All FoodBev SETA instructions will be issued to the service provider in writing.
- 5.2. It is expected that the service provider will effectively estimate the time anticipated to complete the deliverables. Time sheets may be requested. The quotation may not be exceeded without the permission of the SETA.
- 5.3. FoodBev SETA will request a detailed description of the hourly and daily rates of the professionals working on the matter, in line with the fees noted in the pricing schedule and will require regular communication regarding the fees incurred at intervals which may be negotiated.

6. DURATION

- 6.1. The term of appointment will be for a period of twelve (12) months.
- 6.2. The appointment may be extended based on performance and operational requirements of the SETA.
- 6.3. Although the term of appointment will be for a period of 12 months, any matters which have been started but not finalised within this period will remain with the law firm until finality.

7. EVALUATION CRITERIA

The following criteria will be adhered to:

- 7.1. **Criteria 1: Compliance evaluation criteria** – 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 will be disqualified and not move onto the next stage of evaluation.
- 7.2. **Criteria 2: Functional Evaluation criteria** – Functionality points are equal to 100 points. Bidders are required to achieve a minimum score of 75 points on functionality evaluations to qualify to be evaluated on BBBEE & Price. All bidders who do not score the minimum points will be disqualified.
- 7.3. **Criteria 3: Allocation of preference points** – Price and BBBEE status level of contributor and this will be evaluated on an 80/20 preferential procurement principle.

8. CRITERIA 1 – COMPLIANCE EVALUATION

The Bidders must submit:

- 8.1. Proof of registration with the Council for Debt Collectors
- 8.2. A copy of a valid Fidelity Fund Certificate for the Firm not older than twelve (12) months at the time of submission.
- 8.3. Certificates of Good Standing not older than twelve (12) months at the time of submission, from the Legal Practice Council (LPC) in respect of each attorney that will represent FoodBev SETA.



- 8.4. The bidder must have a physical office within the Gauteng Province. Proof must be submitted in the form of a lease agreement, rental office agreements, sale agreement, or municipal statements.
- 8.5. The bidder must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 8.6. Completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 4, SBD 6.1, SBD 8 & SBD9).
- 8.7. Tax clearance certificate and Pin.

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

9. CRITERIA 2 – FUNCTIONALITY EVALUATION

1. Experience in similar work	Weight
Bidders must provide written references / testimonials (not older than two (2) years) (excluding FoodBev SETA) from clients to whom legal services, with specific reference to debt collection services, are/were provided. The reference letters must be on the client's letterhead, signed by the duly authorised person and reflect the level of satisfaction for the services rendered. <u>Score allocation:</u> ▪ One (1) written reference = 5.00 ▪ Two (2) written references = 10.00 ▪ Three (3) written references = 15.00 ▪ Four (4) written references = 20.00 ▪ Five (5) written references = 25.00 NB: The references/testimonials submitted must be specific to debt collection services.	25.00
2. Experience of Project Lead	
The Director must have a minimum of ten (10) years post admission experience in debt collection. The following must be submitted for the Director: i. CV detailing personal information and work experience which clearly shows experience in debt collection; ii. Qualification(s) (provide certified copies); and	35.00



iii. Admission certificate (provide certified copy) <u>Score allocation:</u> - CV submitted demonstrating 10 years or more post admission experience in debt collection = 35.00 - CV submitted demonstrating more than 7 years' post admission experience (but less than 10 years' experience) in debt collection = 25.00 - CV submitted demonstrating more than 5 years' post admission experience (but less than 7 years' experience) in debt collection = 15.00 - CV submitted demonstrating less than 5 years post admission experience in debt collection = 0.00 NB: Any CV that is not accompanied by certified qualifications and admission certificate(s) will be scored 0.00.	
3. Experience of Project Team A minimum of one (1) Project Team CV (comprising of an Associate or Senior Associate) with a minimum of five (5) years post admission experience in debt collection. The following must be submitted for the Associate or Senior Associate: - CV detailing personal information and work experience which clearly shows experience in debt collection; - Qualification(s) (provide certified copies); and - Admission certificate (provide certified copy) <u>Score allocation:</u> - CV submitted demonstrating 5 years or more post admission experience in debt collection = 40.00 - CV submitted demonstrating more than 3 years' post admission experience (but less than 5 years' experience) in debt collection = 25.00 - CV submitted demonstrating less than 3 years post admission experience in debt collection = 0.00	40.00



NB: Any CV that is not accompanied by certified qualifications and admission certificate(s) will be scored 0.00.	
Total	100.00

Note: the minimum score for functionality is 75.00 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 forty-eight (48) hours after receipt of written request from supply chain office. Failure to submit such information may result in disqualification or non-award of functionality points.

10. PREFERENCE POINTS ALLOCATION

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	SUB-CRITERIA	POINTS
Price	Detailed budget breakdown	80
BBBEE Status Level Verification certificate from accredited verification agencies or Valid Sworn Affidavit	BBBEE Level Contributor	20
Total Points		100

11. CONDITIONS OF CONTRACT

The successful bidder undertakes:

- 11.1. To treat all relevant and available data and/or information provided by the FoodBev SETA and its employees strictly confidential;
- 11.2. 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;
- 11.3. Not to copy or duplicate any software or documentation for private use;



- 11.4. To give back to the FoodBev SETA all documentation, reports, programmes etc. upon completion of the project;
- 11.5. General conditions of tender, contracts and orders will be applicable in the execution of the contract;
- 11.6. Parking and travel between the prospective service provider's home/office and the FoodBev SETA will be borne by the Service Provider;
- 11.7. Failure to adhere to the above conditions will lead to the invalidation of the quotation;
- 11.8. 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: Corporate Services of the FoodBev SETA, for example the quality of work delivered is poor or the service provider is unduly delaying delivery of service;
- 11.9. Enter into a Service Level Agreement with the FoodBev SETA before the final acceptance of the tender proposal.
- 11.10. 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.

12. IMPORTANT INFORMATION TO NOTE – GUIDELINES

Disclosures

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

Disclaimer

FoodBev SETA reserves its rights as follows:

- 12.2. Not to appoint a service provider.
- 12.3. 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.
- 12.4. To award the contract or any part thereof to one or more service providers.
- 12.5. To reject all bids.
- 12.6. To decline to consider any bids that do not conform to any aspect of the bidding requirements.
- 12.7. To request further information from any bidder after closing date for clarity purposes.
- 12.8. To cancel this RFQ or any part thereof at any time.
- 12.9. To require the shortlisted bidder(s) to make presentations at the venue communicated with the bidder and this presentation will be made by the bidder at their own cost.
- 12.10. Points scored will be rounded to 2 decimals.



13. CONFIDENTIALITY

- 13.1. Bids submitted will not be revealed to any other bidders and will be treated with utmost confidentiality.
- 13.2. 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.
- 13.3. The project lead will abide by FoodBev SETA Code of Conduct and all laws, rules and regulations that govern the SETA.

14. MISCELLANEOUS

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

15. NEGOTIATIONS

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

16. VALIDITY

- 16.1. 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.
- 16.2. 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.

17. CONDITIONS OF PAYMENT

No service should be provided to FoodBev SETA before an official purchase order has been issued to the supplier. An invoice supported by all relevant documentation must be submitted to FoodBev SETA for certification and authorization before payment can be made. Invoices will be payable 30 days after receipt of the invoice and statement.

18. COST OF TENDERING/ PROVIDING QUOTATIONS

The bidders shall bear all costs and expenses associated with the preparation and submission of the tender document/proposal. 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. The bidder will have no claim against FoodBev SETA where bids are cancelled for whatever reason.



19. UNSUCCESSFUL BIDDERS

Please note FoodBev SETA 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.

20. PROCEDURES FOR SUBMITTING QUATATIONS

The **closing date** for proposals is **21 February 2022 @ 11h00.**

Bidders 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.

21. AUTHORISATION.

Prepared by: Ms L Dulaze (Manager: Legal, Risk & Compliance)


Signature:

Date: 10.02.2022

Reviewed by: Mr M Pule (Senior Manager: Finance)


Signature:

Date: 10.02.2022

Reviewed and approved by: Ms P Ngwasheng (Senior Manager: Corporate Services)


Signature:

Date: 10.02.22

