

04 November 2025

TERMS OF REFERENCE – REQUEST FOR QUOTATIONS

APPOINTMENT OF A SUITABLE SERVICE PROVIDERS TO PROVIDE VARIOUS HR TRAININGS

The Food & Beverages Manufacturing Sector Education and Training Authority's (FoodBev SETA) hereby invites you to submit quotations to provide various HR related training interventions.

| | |
|--|--|
| Closing date of submission | 17 November 2025 |
| Closing time of submission | 11h00 |
| Quotes to be e-mailed to | som@foodbev.co.za |
| All quotes must be valid for at least | 90 days |
| Delivery address for the goods | 7 Wessel Rd, 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 | Lunga Mokoena |
| Telephone Number: Landline | 011 2537315 |
| e-mail address to send queries | LungaM@foodbev.co.za |

1. BACKGROUND

FoodBev SETA is a PFMA 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 Rd, Rivonia, Sandton, 2128. 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 conduct training services. The service provider is required to cover all the training listed below. The service provider is required to conduct training for the employees as follows following:

- (i) Shop Steward Training,
- (ii) Labour Relations for Managers,
- (iii) Human Resource Metrics and Analytics

3. SPECIFICATION

The service provider will be expected to conduct the following trainings:

- 3.1 The content of the training must include, but not be limited to the following:

3.1.1 Shop Steward Training

The shop steward training program is designed to equip employee representatives with the knowledge and skills needed to fulfill their roles effectively. It will cover labor laws, conflict resolution, and negotiation techniques to support fair and constructive workplace relations.

3.1.2 Labour Relations for Managers

This training will provide managers with a comprehensive understanding of labor relations. It will address key topics such as dispute resolution, employee rights, and compliance with labor legislation, enabling managers to handle labor issues effectively and lawfully.

3.1.3 Human Resource Metrics and Analytics

This intervention focuses on equipping HR professionals with the tools and knowledge to analyze workforce data. Participants will learn how to track and interpret key HR metrics, enabling them to make data-driven decisions that support organizational goals and workforce planning.

3.2 Training Logistics

- The training will take place at the FoodBev SETA offices in Rivonia.
- Catering and refreshments will be provided by FB SETA
- Training provider must provide stationery and other training materials
- A certificate must be issued upon completion of the respective training courses.

3.3 The following training must be provided:

| Course | Type of Training | Number of Delegates |
|--------------------------------------|---------------------|---------------------|
| Human Resource Metrics and Analytics | Accredited Training | 3 |
| Shop Steward Training | Accredited Training | 4 |
| Labour Relations for Managers | Accredited Training | 25 |

4. EVALUATION CRITERIA

- 4.1. **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 will not move on to the next stage of evaluations.
- 4.2. **Criteria 2: Functional criteria** – Functionality points are equal to **100.00** points. Bidders are required to achieve a minimum score of **70.00** points on functionality evaluations to qualify to be evaluated on Price and Specific Goals. All bidders who do not score the minimum points will be disqualified.
- 4.3. **Criteria 3: Price and Specific goals** will be evaluated on an 80/20 preferential procurement principle for all bids above R2000 but below R50 million.

5. CRITERIA 1 - COMPLIANCE EVALUATION

- 5.1. Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 5.2. Standard Bidding Documents (SBD) forms: (SBD 1,SBD 4 & SBD 6.1): completed and signed by the duly authorized person.
- 5.3. Tax clearance certificate and Pin.
 - Failure to submit the above documents will result in the bidder being disqualified.

6. FUNCTIONALITY EVALUATION

| Functional criteria | Weight |
|--|--------------|
| 1. Capacity and Competency | |
| The bidder must provide a minimum of 5 (five) relevant reference letters or testimonials for similar work done in a public or private sector environment in the last 3 (three) years. The reference letters must be on the bidder's client's letterhead, dated and duly signed by the authorized person, reflecting the level of service and performance provided by the bidder: | |
| ▪ No relevant reference letters provided | 0.00 |
| ▪ One (1) relevant reference letter | 10.00 |
| ▪ Two (2) relevant reference letters | 20.00 |
| ▪ Three (3) relevant reference letters | 30.00 |
| ▪ Four (4) relevant reference letters | 40.00 |
| ▪ Five (5) relevant reference letters | 50.00 |
| 2. Project Team experience | |
| The bidder must provide a short profile(s) of the facilitator(s) <u>and</u> CV(s) clearly highlighting their qualifications, skills, and experience in providing the respective training. | |
| The CV must demonstrate a minimum of 5 years' experience in Human Resources related trainings and an Occupationally directed ETD or equivalent qualification at NQF level 7 or equivalent (<u>bidder to provide certified certificate(s)</u>). | |
| Important Note: | |
| <ol style="list-style-type: none"> Foreign qualifications must be accompanied by SAQA evaluation. If foreign qualifications are not accompanied by the SAQA evaluation, no points will be allocated. Bidder must submit both CV and certified copies of qualification to score points. | |
| 2.1. Experience: | |
| ▪ No experience and qualifications submitted and less than two years' experience | 0.00 |
| ▪ Three (3) years of experience demonstrated in the CV and submission of certified qualification(s) | 20.00 |
| ▪ Four (4) years' experience demonstrated in the CV and submission of certified qualification (s) | 30.00 |
| ▪ Five (5) years or more experience demonstrated in the CV <u>and</u> submission of certified qualification(s) | 40.00 |

| 3. Accreditation with Accreditation body | | Weight |
|---|--|--------|
| The bidder must be accredited with any relevant SETA/ accreditation body. | | 10.00 |
| <ul style="list-style-type: none"> ▪ Valid Accreditation attached = 10.00 Points ▪ None = 0.00 Points | | |
| Total | | |

Note: the minimum score for functionality is 70.00 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 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.

7. PREFERENCE POINTS ALLOCATION

7.1. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R2000 and up to R30 000.00 as follows:

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

7.1.1. 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 | 30% | 6,00 |
| Black Youth Ownership | 20% | 4,00 |
| Total | 100% | 20,00 |

8. PRICING SCHEDULE:

8.1. Prospective bidders should comply with the pricing schedule below:

| # | Description | Number of Delegates | Price per delegate | Total |
|----|--------------------------------------|---------------------|--------------------|-------|
| 1 | Shop Steward Training | 4 | | |
| 2. | Labour Relations for Managers | 25 | | |
| 3. | Human Resource Metrics and Analytics | 3 | | |
| 4. | Course materials | | | |
| 5. | Other costs (detail all other costs) | | | |
| | TOTAL | | | |
| | VAT | | | |

TOTAL INCLUSIVE OF VAT

8.2. Bidders must also submit detailed quotations in their company letterhead.

9. CONDITIONS OF CONTRACT

The successful service provider undertakes:

- 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. General conditions of tender, contracts and orders will be applicable in the execution of the contract;
- 9.6. Parking and travel between the prospective service provider's home/office and the FoodBev SETA will be borne by the Service Provider;
- 9.7. Failure to adhere to the above conditions will lead to the invalidation of the quotation;
- 9.8. 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: 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;

- 9.9. Enter into a Service Level Agreement with the FoodBev SETA before the final acceptance of the tender proposal.
- 9.10. 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.
- 9.11. 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.
- 9.12. 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.
- 9.13. 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

- a) 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.
- 11.11. Foreign qualifications must be accompanied by SAQA evaluation. If foreign qualifications are not accompanied by the SAQA evaluation, they will not be considered.

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 RFQ is confidential and must not be disclosed without written authorization from the FoodBev SETA
- 12.3. The project lead will abide by FoodBev SETA Code of Conduct 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 into 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 with the exception of 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. 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.

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. 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.

18. UNSUCCESSFUL BIDDERS

- 18.1. 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.

19. PROCEDURES FOR SUBMITTING QUOTATIONS

19.1. The closing date for proposals is 17 November 2025 @ 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.

20. SIGN OFF

PREPARED BY:

Name:

Designation _____

Date: _____

Signed: _____

APPROVED BY:

Name:

Designation _____

Date _____

Signed: _____
