

## REQUEST FOR QUOTATION (RFQ)

<b>RFQ DESCRIPTION</b>	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE HALAAL CATERING SERVICES FOR A PERIOD OF 12 MONTHS ON AN “AS AND WHEN” REQUIRED BASIS.
<b>RFQ NUMBER</b>	IRBA/RFQ/OPERATIONS/HALAALCATERINGPANEL/01/2025
<b>CLOSING DATE AND TIME</b>	07 FEBRUARY 2024 @ 12h00
<b>RFQ VALIDITY PERIOD</b>	60 WORKING DAYS (FROM THE RFQ CLOSING DATE)

1. Service providers are invited to submit their quotations for the provision of the abovementioned services, according to the Terms of Reference and conditions, as outlined in this documentation.
2. This quotation is subject to the General Conditions of Contract (GCC) and, where applicable, any other special conditions of contract.
3. Kindly note that the quotations should be submitted as follows:
  - Via an electronic submission and be emailed to [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za) before or on the closing date and time of this RFQ. Email sizes have been restricted to 15MB per email.
  - Responses must be submitted in an electronic format only and be emailed to the dedicated email address, as provided herein. Responses sent to any other email address, other than the one specified herein, will be disqualified and not be considered for an evaluation. Therefore, it is the bidder’s responsibility to ensure that the proposal is sent to the correct and dedicated RFQ email address and received by the IRBA before the closing date and time.
  - All questions must be emailed to [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za) on or before **03 Feb 2025**.
4. Service providers must not have any links to an audit firm (or network firm) nor an individual registered with the IRBA.
5. Late quotations will not be accepted.

## **TERMS OF REFERENCE**

### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE HALAAL CATERING SERVICES FOR A PERIOD OF 12 MONTHS ON AN “AS AND WHEN” REQUIRED BASIS**

The IRBA seeks to appoint a panel of catering service providers to provide Halaal catering services for a period of 12 months on an “as and when” required basis, the pricing of which should be in accordance with the minimum required specifications below.

#### **1. BACKGROUND OF THE IRBA**

The IRBA is a Schedule 3 A public entity in terms of the Public Finance Management Act, 1999. The IRBA is governed by a Board appointed by the Minister of Finance. The IRBA was established in terms of Section 3 of the Auditing Profession Act, No. 26 of 2005, as amended (the Act), which had an effective date of 1 April 2006. The objectives of the Act, as set out in Section 2, are as follows:

- a) To protect the public in the Republic by regulating audits performed by registered auditors;
- b) To provide for the establishment of an Independent Regulatory Board for Auditors;
- c) To improve the development and maintenance of internationally comparable ethical standards and auditing standards for auditors that promote investment and as a consequence employment in the Republic;
- d) To set out measures to advance the implementation of appropriate standards of competence and good ethics in the auditing profession; and
- e) To provide for procedures for disciplinary action in respect of improper conduct.

#### **2. SCOPE OF WORK**

- a) The appointment of a panel of catering service providers ensures that repetitive buying is minimised but also further ensures that the needs of IRBA in relation to catering services for various meetings are met efficiently and effectively.
- b) The objective of the project is to appoint a maximum of three catering service providers to provide catering services at IRBA Offices on an “as and when” required basis for a period of 12 months. Prices must be fixed for the first six months of the contract and an increase in prices may be allowed after the initial six months. Increased prices should be justified and not exceed the applicable Consumer Price Index (CPI). (The actual CPI published by Statistics South Africa should be used in the price adjustment).

- c) The appointed catering service provider(s) will be required to provide catering services for staff, committee and other stakeholders meetings on behalf of the IRBA as and when required.
- d) The appointed catering service provider(s) will be required to supply and deliver catering as per specified menus.
- e) The appointed catering service provider(s) must be able to provide the quotation for the required service within a day upon receiving a request.
- f) The food is to be kept warm when necessary (Service provider(s) to provide own equipment for these purpose).
- g) The food must be prepared and served in a professional manner as per acceptable legislated health standards.
- h) All catering shall be of high quality, freshly prepared and acceptable to IRBA. The content shall be in accordance with good and accepted dietary quality and practice.
- i) The panel of appointed catering service provider(s) will be used on rotational basis subject to the contracted rates, performance, delivery and quality of services received from the preferred service provider(s).
- j) The SCM unit will maintain a register in an alphabetical order of all catering service providers to be utilised. Should a service provider decline the invitation then the next service provider will be allocated. Should a particular district not have a suitable service provider or if a service provider declines, then the next available service provider will be utilised. Prices must be fixed for the first six months of the contract and an increase in prices may be allowed after the initial six months. Increased prices should be justified and not exceed the applicable Consumer Price Index (CPI). (The actual CPI published by Statistics South Africa should be used in the price adjustment).
- k) The appointed catering service provider(s) will be evaluated from time to time on the following basis:
  - i) Timeliness of service delivery;
  - ii) Quality of the service provided; and
  - iii) Provision of services in compliance with clearly stated specifications.
- l) The IRBA office is located at Greenstone Hill Office Park, Emerald Boulevard, Greenstone Hill in Johannesburg, and bidders must note that the services are required on-site in Modderfontein.

### 3. SERVICE PROVIDER MINIMUM REQUIREMENTS

#### 3.1. Evaluation Stages

##### **First Stage Evaluation: Eligibility Criteria/Mandatory Requirements**

The first stage of the evaluation will be to assess compliance with the submission of the mandatory documents/information. Only proposals that are 100% compliant with the first stage evaluation process will be evaluated further on the second stage evaluation.

##### **Second Stage Evaluation: Technical Mandatory Requirements**

The bidder must comply with **ALL** the **TECHNICAL MANDATORY REQUIREMENTS** listed in Table 1 below in order for the bid to proceed to the next stage of the evaluation.

##### **Third Stage Evaluation: Pricing & Specific Goals**

Proposals that are compliant with the first and second stages of evaluations will be evaluated further in terms of the 80/20 preference point systems. The IRBA is committed to achieving Government's transformation.

A Maximum of 80 Points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points Scored for comparative price of bid under consideration

Pt = Comparative Price of bid under consideration

Pmin = Comparative Price of lowest acceptable bid

##### **Pricing Schedule requirements:**

Service providers must ensure that the price quotations are inclusive of all applicable taxes (Including VAT). Costing must comprise to all the relevant services proposed in the bidder submission. Bidders are required to submit financial proposals as per the Table 2 in section 4 below on a company letterhead.

The Pricing Schedule (Table 2) is compulsory, and bidders must ensure that it is completed without changing the structure. Failure to complete same in the prescribed manner as per the

Table B below and without authenticated alterations may result in disqualification of the bid during the financial evaluation process.

### Points awarded for Special Goals Requirement

In terms of Regulation 3(1) An organ of state must, in the tender documents, stipulate— (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7 and (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goals in accordance with the table below:

Specified Goals for Preferential Point System	Points Allocation Specified Goals
Enterprise with ownership of 51% or more by person/s who are black	10
Enterprise with ownership of 51% or more by person/s who are women	5
Enterprise with ownership of 51% or more by person/s who are youth	3
Enterprise with ownership of 51% or more by person/s with disability	2
<b>Total Points</b>	<b>20</b>

In order to qualify for preference points the bidder must submit the following proof documents together with the proposals for 80/20 evaluation criteria. Failure to submit supporting proof of documents will not disqualify the bidder, however it will result to allocation of zero (0) points.

Procurement Requirement	Proof Documents
Black people /Ownership	CSD Report / BEE Certificates/Affidavit
Women	CSD Report/ BEE Certificates
Disabled (living with disability)	CSD Report Medical Certificate / Report
Youth	CSD Report
Joint Venture	Joint Venture Agreement CSD Reports
CSD Report will be used for verification of ownership percentage	

### 3.2. Evaluation Criteria

#### Stage 1 - Eligibility Criteria/Mandatory Requirements

Service providers must comply with the minimum conditions below, if they would like their proposals to be considered:

- a) **National Treasury – Central Supplier Database (CSD):** Service providers must submit confirmation of their company or individual registration on the Central Supplier Database (CSD). The IRBA will not award any bid to a service provider that is not registered as a prospective supplier on the CSD, as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction Note 4 of 2016/2017. The CSD registration requirement applies to all companies/individuals.
- b) Service providers must submit price quotations that are inclusive of VAT (if applicable) with their proposals. The Pricing Schedule as per section 4 is compulsory, and bidders must ensure that it is completed without changing the structure. Failure to complete same in the prescribed manner and without authenticated alterations will result in disqualification of the bid.
- c) Submission of completed SBD 4: Declaration of interest form and SBD 6.1: Preference Point Claim form in terms of PPPFMA.
- d) Bidders must also submit proof of registration in terms of the Halaal Certifying Body (The certificate must be valid at the closing date of the RFQ).

#### Stage 2: Technical Mandatory Evaluation

Bidders must be fully compliant with the below technical mandatory requirements; failure to comply with **all** the technical mandatory requirements will result in **disqualification** of the bid. Bidders are required to indicate in the table below whether they Comply/Not Comply with the minimum requirements and **attach supporting information as part of the bidder proposal**. The bidder must comply with all the technical mandatory requirements including provision of the relevant supporting documents in order for the bid to proceed to the next stage of the evaluation.

**TABLE 1: TECHNICAL MANDATORY REQUIREMENTS**

Description	COMPLY	NOT COMPLY	Comment
<b>Company Background</b> The bidder must have at least a minimum of five years' experience providing catering services. The bidder must provide the following documents as evidence:  1) Company profile providing a history of company, <b>and</b> 2) Company Registration document (CIPC), <b>and</b> 3) List of two contactable current / past clients, where catering services were offered.			
<b>Track record.</b> Bidder must provide at least two contactable reference letters from different clients within the Public Sector or Corporate Business indicating and confirming catering services rendered.  The reference letters must be on the client's letterhead and include the date/period when services were rendered, contact persons and contact details. IRBA reserves the right to verify the information provided.			

#### 4. GUIDELINE MENUS FOR PRICING

Bidders who comply with the technical mandatory requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000. Points for this RFQ shall be awarded for Price; and Specific Goals (Refer to 4.1: Preference Points Claim Form).

Bidders must price for the line items as set out below. This is a rate-based RFQ and orders will only be generated on an "as and when" required basis according to the rates. The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.

Prices must be fixed for the first six months of the contract and an increase in prices may be allowed after the initial six months. Increased prices should be justified and not exceed the

applicable Consumer Price Index (CPI). (The actual CPI published by Statistics South Africa should be used in the price adjustment).

The Pricing Schedule (Table 2) is compulsory, and bidders must ensure that it is completed without changing the structure. Failure to complete same in the prescribed manner as per the Table B below and without authenticated alterations may result in disqualification of the bid during the financial evaluation process.

The unit price per person must include all disbursements and requirements as per the scope of work as described above. Furthermore, the unit price per person and the total price offered must be inclusive of VAT.

**All prices must include relevant equipment such as warming dishes to heat some of the food.**

**TABLE 2: PRICING SCHEDULE**

**CATEGORY TWO: HALAAL MENU**

**Halaal Meal Menus**

<b>Item Description</b>	<b>Total Cost per person (INCLUDING VAT)</b>
<b>Lunch Menu 1</b> <ul style="list-style-type: none"> <li>▪ Sojee</li> <li>▪ Lamb Briyani (Masala)</li> <li>▪ Sour Milk Salad (Dahi)</li> <li>▪ Pickles</li> <li>▪ Carrot Salad (Kachoomar)</li> <li>▪ Poppadam</li> </ul>	
<b>Lunch Menu 2</b> <ul style="list-style-type: none"> <li>▪ Sojee</li> <li>▪ Chicken Briyani (Masala)</li> <li>▪ Sour Milk Salad (Dahi)</li> <li>▪ Pickles</li> <li>▪ Carrot Salad (Kachoomar)</li> <li>▪ Poppadam</li> </ul>	R
<b>Lunch Menu 3</b> <ul style="list-style-type: none"> <li>▪ Sojee</li> <li>▪ Butter Chicken</li> <li>▪ White Rice</li> <li>▪ Naan Bread</li> <li>▪ Grilled Vegetables</li> </ul>	R



Item Description	Total Cost per person (INCLUDING VAT)
▪ Pickles	
<b>Lunch Menu 4</b> <ul style="list-style-type: none"> <li>▪ Sojee</li> <li>▪ Mixed Grilled Lamb</li> <li>▪ White Rice</li> <li>▪ Naan Bread</li> <li>▪ Grilled Vegetables</li> <li>▪ Pickles</li> </ul>	R
<b>Lunch Menu 5</b> <ul style="list-style-type: none"> <li>▪ Sojee</li> <li>▪ Bunny Chow - mutton curry</li> <li>▪ Carrot Salad</li> </ul>	
<b>Lunch Menu 6</b> <ul style="list-style-type: none"> <li>▪ Sojee</li> <li>▪ Bunny Chow – beans curry</li> <li>▪ Carrot Salad</li> </ul>	
<b>TOTAL PRICE (Fully inclusive of all costs &amp; VAT)</b>	R

#### **B: Soft Drinks**

Item Description	Total Cost per drink (INCLUDING VAT)
▪ Fruit Juice (300ml)	R
▪ Assorted Coldrinks (300ml)	R
<b>TOTAL PRICE (Fully inclusive of all costs)</b>	R

#### **SUMMARY OF TOTAL BID PRICE: HALAAL MENU**

Item Description	TOTAL PRICE (Fully inclusive of all costs & VAT)
<b>Menu A: Halaal Meals</b>	R
<b>Menu B: Soft Drinks</b>	R
Delivery Cost per event to the IRBA offices	R
<b>Total Bid Price (Fully inclusive of all costs &amp; VAT)</b>	R

**The panel will consist of service providers that make up the top three (03) scoring bidders who have achieved the specific goals and price points from highest scoring bid downwards.**

## **5. DURATION OF CONTRACT**

The duration of the contract will be for a period of 12 from date of appointment. All the service providers appointed to the panel will be required to sign a form of (SLA) service Level Agreement upon appointment.

## **6 CANCELLATION OF CONTRACT**

- 6.1. Notwithstanding anything to the contrary, the IRBA shall be entitled to summarily terminate the service provider's appointment in the event of a material breach of their obligations under the SLA or any terms of appointment contained in an appointment letter, including but not limited to –
- i) Failure to deliver services to the satisfaction of the IRBA.
  - ii) Failure to render services and/or regular updates timeously to the IRBA;
  - iii) Any involvement in a corrupt activity including but limited to offering a gift or remuneration to any officer or employee of the IRBA in connection with securing an appointment or executing a contract.
  - iv) Acting in bad faith or otherwise fraudulently in securing appointment or in the execution of the contract.
  - v) Wrongfully and/or unlawfully influencing or attempted to influence the awarding of the IRBA's RFQ process.
  - vi) Engaging in any anti-competitive behaviour, including entering into any agreement or arrangement, with any other person to refrain from quoting for this contract, or relating to the RFQ price to be submitted by either party.
  - vii) Disclose to any other person any information relating to this RFQ, except where disclosure in confidence was necessary to obtain quotations required for the preparation of the RFQ.
- 6.2. Any obligations imposed by the terms of the service providers appointment, including the service level agreement, shall be applicable to any person with which service provider is associated in rendering services to the IRBA.
- 6.3. The IRBA reserves the right to unilaterally terminate the contract with the successful Service Provider on one month's notice, in the event of circumstances beyond its control and that render continuation with the contract undesirable or unnecessary, without compensation to the Service Provider.

## **7. CONTRACTUAL ASPECTS**

The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.

Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

Bidders shall not perform any work or render any services in terms of the Contract, unless they are in receipt of a written instruction to that effect from the IRBA.

The successful bidder may not assign his/her own obligations.

The successful bidder must advise the IRBA immediately when it seems like unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished to the IRBA, including project team changes that may affect the quality of the service.

## **8. DISCLAIMER**

8.1. Service providers must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the quotation. The IRBA will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying quotation documents.

8.2. The IRBA reserves the right to not appoint any particular service providers that does not comply with the conditions of this terms of reference, or if information that could put the IRBA at risk is obtained by the IRBA about a service provider.

8.3. The IRBA reserves the right to cancel these terms of reference should the budget to cover the full quote of this terms of reference not be available at the time of awarding the quotation or if the need does not exist anymore or the specifications have changed.

## **9. ABSENCE OF OBLIGATION**

9.1. No legal or other obligation shall arise between service provider and the IRBA, unless and until the formal appointment documentation has been signed. The IRBA is not obliged to

proceed with any service provider's proposals. The IRBA reserves the right to request changes to any proposed consortia.

## **10. QUOTATION SUBMISSION REQUIREMENTS**

- 10.1. The IRBA requires only **one (1) submission** of the complete quotation documentation supporting the criteria as stated above to be emailed to [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za).
- 10.2. All the documentation submitted in response to this Request for Quotation (RFQ) must be in English.
- 10.3. RFQ validity 60 Working days from closing date.
- 10.4. The service provider is responsible for all the costs that it shall incur related to the preparation and submission of the quotation document.
- 10.5. The service provider should check the numbering of the pages of its quotation to satisfy itself that none are missing or duplicated. No liability will be accepted by the IRBA in regard to anything arising from the fact that pages of a quotation are missing or duplicated.
- 10.6. The IRBA will not award any bid to a service provider that is not registered as a prospective supplier on the CSD, as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction Note 4 of 2016/2017. The CSD registration requirement applies to all companies/individuals, including joint ventures and sub-contracted companies.
- 10.7. The IRBA may elect to engage in detailed discussions with any one or more service provider, with a view to maximising the benefits of this RFQ as measured against the evaluation criteria and in fully understanding a service provider's offer.
- 10.8. In its absolute discretion, the IRBA may invite some or all service providers to give a presentation to the IRBA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.
- 10.9. In addition to presentations and discussions, the IRBA may request some or all service providers to:
  - a) Conduct a site visit, if applicable;
  - b) provide references or additional information; and/or
  - c) make themselves available for panel interviews.

## **11. OTHER**

Enquiries may be directed as follows:

### **SCM Enquiries**

Phyllis Mualusi

Tel: +27 10 496 0614

E-mail address: [pmualusi@irba.co.za](mailto:pmualusi@irba.co.za)

## COMPLIANCE WITH PERSONAL INFORMATION PROCESSING LAWS

The Protection of Personal Information Act, 4 of 2013, (POPIA) restricts the processing of personal information to circumstances that are lawful, legitimate, responsible and comply with the provisions of POPIA.

The IRBA will have to process certain personal information, which is owned or held by Bidders and thus, in order to comply with POPIA, IRBA must provide Bidders, whose personal information is processed with a number of details pertaining to such processing, prior to the information being processed, which details are housed under the IRBA Procurement Processing Notice, found on the IRBA website: <https://www.irba.co.za/library/pop-i-act>. You are requested to download and read the Notice. Please note that most of your personal information, which we will be processing is required for lawful purposes and as a result, your consent to process will not be required. Where we do however, require your consent, which is indicated in the Notice, the handing over of such personal information to IRBA will be viewed as consent to the IRBA's processing of such personal information.

Where IRBA's personal information is provided for processing, IRBA consents to the processing thereof, provided that you or any other recipient who processes it undertakes to process all and any such personal information strictly in compliance with POPIA, and subject further that, where IRBA's personal information is not processed in accordance with POPIA, then the person handing such information indemnifies and holds the IRBA and/or any third parties who may be or will be affected by such non-compliance, harmless against all and any liabilities, loss or damages, including pecuniary, non-pecuniary, and/or aggravated damages, which IRBA or any data subject or other person may incur in consequence of such non-compliance, such person (who is processing the personal information) agreeing to pay to IRBA and/or any affected data subject/s or third party/ies all and any such damages which they may have incurred as a result of such non-compliance, on demand, and NO LIMITATION OF LIABILITY CLAUSES housed under this document or elsewhere WILL UNDER ANY CIRCUMSTANCES LIMIT THE ABOVE MENTIONED DAMAGES.

Where IRBA provides personal information to you in terms of this document and you are tasked with processing it on behalf of the IRBA in your capacity as an "Operator" as defined under POPIA, then in such case, the provisions set out under the IRBA standard "**Operator Agreement/Addendum**" found on the IRBA website will apply to such processing, which terms will be incorporated into, and read together with this document.