



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: REQUEST FOR A SERVICE PROVIDER FOR EVENTS & CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS ON AN AD-HOC BASIS AT KING PHALO AIRPORT (KPA)

SERVICE NUMBER:

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Phalo Airport

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONTRATOR NAME]**

(Registration Number: _____)

for **REQUEST FOR A SERVICE PROVIDER FOR CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS ON AN AD-HOC BASIS AT KING PHALO AIRPORT (KPA)**

Contents:

30 Pages

- Part C1 Agreements & Contract Data
- Part C2 Scope of Works and Pricing Data
- Part C3 Employer Service Information

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for:

REQUEST FOR A SERVICE PROVIDER FOR EVENTS & CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS ON AN AD-HOC BASIS AT KING PHALO AIRPORT (KPA)

The Service Provider, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Service Provider, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Service Provider offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices (**INCLUSIVE OF VAT**) is:

(in words);

(in figures)

(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

for the Service Provider

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Service Provider's offer. In consideration thereof, the employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Service Provider's offer shall form an agreement between the employer and the Service Provider upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Service Provider shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature	Date
Name	Capacity

**Airports Company South Africa,
King Phalo Airport
66 Settlersway
Greenfields
East London
5201**

Name and
signature
of witness

Schedule of Deviations

1	Subject
	Details
	
	
	
2	Subject
	Details
	
	
	
3	Subject
	Details
	
	
	
4	Subject
	Details
	
	
	
5	Subject
	Details
	
	
	

By the duly authorised representatives signing this agreement, the employer and the Service Provider agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data**Part one - Data provided by the *Employer***

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X17: Low service damages (as amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	King Phalo Airport
		66 Settlersway
		Greenfields
		East London
		5201
10.1	The <i>Service Manager</i> is:	Goodwin Maqungo for King Phalo Airport.
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Service Provider and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	King Phalo Airport,

11.2(13)	The <i>Service</i> is	Request for a Service Provider for Events & Catering Services for a Period of Three (3) Years on an ad-hoc basis at King Phalo Airport (KPA) as set out in Part C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	Public liability insurance and Indemnity. Health and safety. The method statement, Planned maintenance work Relevant Legislation
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Service Provider provides the Service Provider's Plan	14 calendar days from Contract Date
2	The Service Provider's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	When both parties have signed the contract.
30.2	The <i>Service Period</i> is	Three (3) years from the <i>starting date</i>
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	15th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.

W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X18	Limitation of liability	
X18.1	The Service Provider's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Service Provider's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Service Provider's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices

X18.4	The Service Provider's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Service Provider's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
		The excluded matters are amounts payable by the Service Provider as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Service Provider's risks - death of or injury to a person; infringement of an intellectual property right - Accidental Damage to the property of the employer by Service Provider, while rendering services as stipulated in the scope of works.
Z	The <i>Additional conditions of contract</i> are	Z1 – Z19
Amendments to the Core Clauses		
Z1	Interpretation of the law	
Z1.1	This contract is the entire agreement between the parties. Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	
Z2.1	Delete core clause 20.1 and replace with the following:	
	The <i>Service Provider</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
Z5	Termination	

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- Z5.1** **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z7 **Limitation of liability:**

Insert the following new clause as Option X18.6:

- Z7.1** The *Employer's* liability to the *Service Provider* for the *Service Provider's* indirect or consequential loss is limited to R0.00
- Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Service Provider* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 **Cession, delegation and assignment**

- Z8.1** The *Service Provider* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Service Provider*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 **Joint and several liability**

- Z9.1** If the *Service Provider* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Service Provider* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Service Provider* on their behalf.
- Z9.3** The *Service Provider* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.

Z10 **Ethics**

Z10.1 The *Service Provider* undertakes:

- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Service Provider's* breach of this clause constitutes grounds for terminating the *Service Provider's* obligation to Provide the Works or taking any other action as appropriate against the *Service Provider* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Service Provider* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Service Provider* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Service Provider* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Service Provider* for the purposes of the implementation of this agreement. The *Service Provider* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Service Provider* is required by law to disclose, provided that the *Service Provider* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Service Provider* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Service Provider*, enters the public domain or to information which was already in the possession of the *Service Provider* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Service Provider* ensures that all his SubService Providers abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *Service Provider* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subService Provider or supplier of the *Service Provider*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Service Provider*
- Z12.2** The *Service Provider* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Service Provider* under the contract or otherwise for and/or in connection with the works) and generally does all things required by the *Service Manager* to achieve this end.

Z13 *Liens and Encumbrances*

- Z13.1** The *Service Provider* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Service Provider*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his SubService Providers similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z14 *Intellectual Property*

- Z14.1** Intellectual Property ("IP") rights mean all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

- Z14.3** The *Service Provider* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Service Provider* is to be obtained before the *Service Provider's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Service Provider's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Service Provider* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.6** The *Employer* shall, at the request and cost of the *Service Provider*, assist in contesting the claim and the *Service Provider* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
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Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

An *Adjudicator* is appointed Panel of Adjudicators

when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of *Arbitrators* below

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

Z16.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z17 BBBEE and Tax Clearance Certificates

Z17.1 The *Service Provider* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18 Communication

Z18.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:

The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

Z18.2 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Service Provider* agrees to the following:

Z19.1 As part of this contract the *Service Provider* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

PART C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE *SERVICE PROVIDER***

Clause	Statement	Data
10.1	The Service Provider is (Name): Address: Telephone No. Fax No.	
11.2	The working areas are	See C3 'Service Information'
24.1	The <i>Service Provider's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	Access to Site Travelling public and ACSA stakeholders
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PART C2: SCOPE OF WORKS AND PRICING DATA

C2.1 Scope of Works

The services intended for this contract are:

1 Objective

To appoint a reliable and professional catering service provider to deliver staff and stakeholder catering services on an ad hoc basis over a period of three (3) years, as specified in the RFQ.

2 Goods and Services Required

The service provider is expected to supply the following:

3 Refreshments and Beverages (per person pricing):

- Premium coffee brands (Jacobs & Nescafe Gold)
- Decaffeinated coffee (Jacobs & Nescafe Gold)
- Herbal and regular tea (Rooibos, Honeybush & Camomile)
- 100% fruit juices (330ml Cans, Liqui Fruit)
- Bottled still water (500ml size)

4 Meals:

- **Buffet Breakfast:**
 - 3 protein items, 2 vegetables, assorted breads
 - Inclusive of 10% vegetarian and/or Halaal options
 - 3 menu options required
- **Buffet Lunch:**
 - 3 menu options
 - Inclusive of 10% vegetarian and 10% Halaal options
- **Fixed Staff Meal:**
 - Burger & chips (per plate pricing)
- **Platters:**
 - Meat, sandwich, and vegetarian platters

5 Event Support Services:

- Provision of crockery and cutlery (with disposable backups)
- Set-up crew, manager, and uniformed wait staff

6 Delivery and Setup Requirements

- All catering services to be provided at King Phalo Airport
- Delivery and collection of items must be coordinated in advance
- Timely setup and professional presentation required
- Site inspections and layout plans must be submitted prior to events

7 Pricing Requirements

- Pricing must be itemized per unit/person/plate/platter
- Prices must include delivery, staffing, and setup costs
- All pricing to remain fixed unless notice is provided in writing one month in advance

- No substitutions allowed without written consent

8 Compliance Requirements

- All services must comply with food safety and health regulations
- Uniformity and consistency in food portioning; photographic evidence required
- Certified Halaal and vegetarian options must be provided
- Providers must be able to fulfill requests on short notice

9 Evaluation Criteria

- Competitive and transparent pricing
- Capacity to provide complete list of items and services
- Compliance with food safety, delivery, and portion standards
- Proven track record in similar event catering services
- Availability of qualified staff and professional equipment

10 Other Considerations

- This contract is for a 3-year period
- An SLA including performance metrics and penalties must be submitted
- Post-event reporting and service feedback are mandatory
- Queries and communications to be directed to:
Goodwin Maqungo

C2.2. Pricing Assumptions

- **Inclusive Pricing**
- All prices quoted are **inclusive of VAT**, delivery charges, setup, and collection costs, where applicable.
- No additional charges will be incurred unless explicitly approved in writing by the client.
- **Per Unit Basis**
- Prices are provided on a **per person, per plate, per platter, or per unit** basis, depending on the item.
- Minimum and maximum quantity ranges listed in the RFQ are used to guide cost estimates and resource planning.
- **Menu Costing**
- Buffet meal prices (breakfast and lunch) include all required components:
 - Proteins, vegetables, bread/side options, condiments, and beverages where applicable.
 - Vegetarian and Halaal portions are factored into the overall menu cost and not charged separately.
- **Consumables & Cutlery**
- Cost for crockery and cutlery includes both standard reusable items and disposable alternatives as backup.
- Items are priced as a complete set (plate, knife, fork, spoon, napkin).
- **Staffing Costs**

- All staffing costs (including waiters, setup crew, and on-site manager in professional uniform) are bundled into the catering service price and not billed separately.
- No overtime or surcharge applies for weekend or after-hours events unless explicitly stated.

- **Logistics & Setup**

- Setup, delivery, and breakdown logistics are included in the quoted price.
- Transportation and handling costs for equipment, tables, stages, and chairs are considered in styling and technical services pricing.

- **Event Equipment**

- PA systems, microphones, and other technical equipment are rented per event and include setup, testing, and support.
- All rates are based on single-event use and include operator support where needed (e.g., DJ, sound technician).

- **Fixed Pricing Period**

- Prices will remain fixed for the **first 12 months** of the contract.
- Any price adjustments beyond this period will require **30 days written notice** and client approval.

- **Market Rates & Escalations**

- Pricing is based on current market rates as of the date of submission.
- Escalation for years 2 and 3 will not exceed CPI (Consumer Price Index) unless otherwise agreed.

- **No Substitutions**

- The prices assume that the specified brands and product quality will be supplied as requested.
- Any substitutions must be of equal or higher quality and approved in writing.

List of required services from the service provider:

Item	CATERING SERVICES AT KING PHALO AIRPORT	Item Description	Unit of Measure	QTY	Price Per Unit	Total price Excluding Vat.
		Jacobs Kronung Instant Coffee Jar	200g	70		
	Refreshments/Beverages	Nescafe Gold Coffee Jar Intensity 7	200g	30		
		Jacobs Kronung Instant Coffee Decaf	200g	25		
		Nescafe Gold Coffee Decaf Jar Intensity 7	200g	25		
		Freshpak Rooibos with Chamomile Flavoured Tea Box	20 bags	20		

		Freshpak Rooibos Honey Flavoured Tea Box	20bags	20		
		Freshpak Rooibos Tea	200g/80bags	10		
		100% LuquiFruit Juice Assorted	300ml x 6pack	25		
		aQuelle Natural Still Water	500ml x 24	8		
	Buffet Breakfast	Provide 3 menu options which is inclusive of: • 3 protein • 2 Vegetables • Bread options 10% vegetarian and/or 10% Halaal dietary options.	Provide price per person	30		
	Buffet lunch	The service provider should provide a quote for 3 Menu options that they offer, it must be inclusive of 10% vegetarian and 10% Halaal dietary requirements.	Provide price per person	30		
	Fixed lunch for employees	Burger & Chips	Provide price per plate	151		
	Platters (Variety)	Meat Platter	Provide Price Per Platter	20		
		Sandwich Platter	Provide Price Per Platter	20		
		Vegetarian Platter	Provide Price Per Platter	20		
	Cutlery & crockery	Porcelain Plates, cutlery & crockery (metal)	Rent equipment per day	30		
	Staffing	Set up crew, manager & waiters that will serve the food in professional uniform	To serve 30 people	30		
	Delivery and set up for all hiring equipment	Deliver and collect equipment after use		1		

	EVENT CONFERENCE STYLING	Item Description	Unit of Measure	QTY	Price Per Unit	Total price Excluding VAT
	White Coloured Chairs	Stage panel chairs (Hire)	Price per chair	10		
	Motivational Speaker	Motivational Speaker	Provide the rate per session	1		
	Side tables with Teal Coloured theme table cloth material to cover the tables.	For Hire	Price per table	6		
	Medium sized stage	It is for an indoor event. (Hire)	3m x 1m	1		
	Chairs for employees	Normal sittings chairs (Hire)	Price Per Chair	100		
	Glass Podium		1	1		
Item	TECHNICAL REQUIREMENTS	Item Description	Unit of Measure	QTY	Price Per Unit	Total price Excluding VA
	PA Sound System	Hire	1	1		
	2 roving microphones	Hire	2	2		
	Overhead Projector with a screen	Hire	1	1		
	DJ and music to create hype for the employees		1	1		

Total Excluding Vat

Vat

Total Including vat

C2.2 The Price List

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Activity Schedule Summary **King Phalo Airport**

Item	Description	Total (per year)
1.	Refreshments/Beverages	R
2.	Buffet Breakfast	R
3.	Buffet lunch	R
4.	Fixed lunch for employees	R
5.	Platters (Variety)	R
6.	Cutlery & crockery	R
7.	Staffing	R
8.	Delivery and set up for all hiring	R
9.	White Coloured Chairs	R
10.	Motivational Speaker	R
11.	Side tables with Till Coloured Sheets to cover the tables.	R
12.	Medium sized stage	R
13.	Chairs for employees	R
14.	Glass Podium	R
15.	PA Sound System	R
16.	2 roving microphones	R
17.	Overhead Projector with a screen	R
18.	DJ and music to create hype for the employees	R
19.	Subtotal Year 1 Excluding VAT	R

20.	Subtotal Year 2 (Subtotal year 1 + price escalation) Excluding VAT	R
21.	Subtotal Year 3 (Subtotal year 2 + price escalation) Excluding VAT	R
22.	Contract Total Sum Excluding VAT	R
23.	Contract Total Sum Including VAT	R

*This amount to be carried over to Form of Offer and Acceptance

Contract values will be increased/decreased according to South Africa's Consumer Price Index (CPI) at contract anniversary. For the purposes of comparison, 6% CPI should be used in the above table. The actual CPI value to be used at contract anniversary can be obtained at any reputable institution.

Contract value

The guide above must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above.

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3:

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1. Description of the service

1.1. Executive overview

This proposal is submitted in response to the Request for Quotation (RFQ) issued for the provision of **staff and stakeholder catering services at King Phalo Airport** over a period of **three (3) years**.

The objective of this engagement is to partner with a professional and reliable service provider capable of delivering high-quality catering and related event services on an **ad hoc, demand-driven basis**.

Our company brings extensive experience in corporate catering, hospitality, and event logistics, with a proven track record of servicing government and large enterprise clients. We understand the importance of professionalism, consistency, dietary accommodation, and punctual delivery in a high-security, high-standard environment such as an airport.

The scope of services covered in this quotation includes:

- **Full-service catering** for staff and stakeholders, including refreshments, buffet meals, fixed lunch options, and event platters.
- **Event support services**, including uniformed wait staff, cutlery and crockery provision, and logistics management.
- **Event styling and technical support**, such as staging, seating, PA systems, and projectors for indoor corporate events.
- **Custom menu options** that cater to dietary requirements, including Halaal and vegetarian preferences, with appropriate certifications.
- **Strict adherence to health, safety, and service delivery standards**, with contingency planning and reporting protocols in place.

We are committed to delivering **value, quality, and service excellence**. All pricing is transparent, fixed for the first 12 months, and inclusive of setup, staffing, and delivery. Our team is equipped to respond on short notice, ensuring seamless service regardless of the event size or complexity.

This RFQ response reflects our understanding of your needs and our readiness to deliver with precision and professionalism. We look forward to the opportunity to collaborate with ACSA in enhancing employee and stakeholder experiences at King Phalo Airport.

1.2. Employer's requirements for the service

The appointed service provider will be expected to deliver high-quality catering and related services to staff and stakeholders at King Phalo Airport on an ad hoc basis over a period of three years. Services must be rendered with flexibility and prompt responsiveness, as requests may vary in scale and timing depending on the needs of the organization.

The catering provider must supply a diverse range of refreshments and meals, including premium coffee, tea, 100% fruit juices, still water, and cold beverages. For breakfast and lunch events, a minimum of three menu options must be provided. These menus are expected to include three protein options, two vegetables, and appropriate bread or starches. Additionally, all menus must include ten percent vegetarian and ten percent Halaal options, supported by valid certification. Menu proposals must be submitted in advance for review and approval, and consistency in food portioning must be demonstrated with photographic evidence.

It is essential that all food and beverages are prepared and delivered in accordance with applicable health and safety regulations. All beverages must be delivered cold, and the method of serving—whether bottled or dispensed—must be clearly indicated. Reusable cutlery and crockery should be clean, matched, and presentable, with disposable backups available in case of shortages or breakages.

Staffing is a critical component of the service. The provider must supply an on-site manager, a dedicated setup crew, and professionally uniformed waiters for all events. Personnel must conduct themselves with professionalism at all times and be briefed on the requirements and schedule of each engagement.

In support of event styling and technical requirements, the provider must supply all necessary equipment such as chairs, staging platforms, podiums, and tables with appropriate covers. Technical equipment including a PA system, roving microphones, projector with screen, and DJ services must be available and in working condition. All such equipment must be tested in advance, and visuals or specifications must be submitted for client review.

Deliveries must be made directly to King Phalo Airport, with all goods securely and hygienically packaged. Timely delivery and efficient setup are essential, and the provider must conduct site inspections and submit layout plans where needed to ensure smooth execution.

The provider is expected to fully comply with ACSA's health, safety, and security protocols, including access control measures and the use of personal protective equipment (PPE) where required. Certification for dietary requirements and adherence to food hygiene standards must be maintained throughout the contract period.

A formal Service Level Agreement (SLA) must be submitted, detailing expected performance standards, response times, escalation procedures, and any applicable penalties for service failures. The provider is also required to collect post-event feedback, complete service checklists, and submit a final service delivery report after each engagement.

2. Management strategy and start up.

To ensure a smooth and efficient roll-out of the staff refreshments service, a structured management approach will be adopted from the initial engagement through to full operational delivery. This strategy is aimed at minimizing disruptions, maintaining compliance, and establishing a strong working relationship between Airports Company South Africa (ACSA) and the appointed service provider.

2.1. Start-Up Phase

Upon appointment, the service provider will be required to attend a start-up and onboarding session with the relevant representatives from ACSA's Airport Operations and Shared Services Centre. This session will cover the contract terms, delivery procedures, order protocols, invoicing standards, and compliance expectations.

Upon award of the contract, a structured **start-up phase** will be implemented over a 30-day mobilization period. This will involve:

- Conducting initial site inspections at King Phalo Airport to assess layout, delivery access, and operational zones.

- Finalizing menu selections including standard, vegetarian, and Halaal-compliant options with appropriate certifications.
- Onboarding staff, assigning roles, conducting uniform fittings, and briefing them on ACSA's protocols including safety, hygiene, and restricted area access.
- Procuring necessary equipment (e.g., crockery, serving stations, technical gear) and confirming supplier availability for beverages and consumables.
- Coordinating with the client on delivery schedules, event calendar planning, and expected service levels.
- Performing a **dry-run/simulation event** to test logistics, setup timing, service flow, and communication between teams.
-

2.2. Operational Management

A dedicated **Project Manager** will be appointed as the central coordinator for all catering services under this contract. This individual will oversee:

- Day-to-day scheduling of services and dispatch of staff and equipment.
- Communication between the client, site teams, and suppliers.
- Management of logistics including delivery, setup, and breakdown.
- Coordination of menu changes, special dietary requests, and ad hoc requirements.

Support staff will include a professional setup crew, on-site supervisors, uniformed waiters, and kitchen personnel. All staff will operate under clear **Standard Operating Procedures (SOPs)** that cover food handling, hygiene, customer interaction, and emergency response.

A centralized system will be used to manage booking confirmations, track service timelines, and monitor resource allocations in real time.

2.3. Quality Assurance and Performance Monitoring

Service quality will be governed by a robust **Quality Assurance Plan** aligned with ACSA's service level expectations. Key performance measures will include:

- Timeliness of delivery and setup
- Food quality and presentation
- Compliance with dietary requirements (Halaal/vegetarian)
- Professionalism and appearance of staff
- Cleanliness of equipment and serving areas

Monthly internal audits will be conducted to evaluate service consistency and adherence to SOPs. Additionally, quarterly performance review meetings will be held with ACSA representatives to assess satisfaction, address feedback, and implement improvements. **Photographic documentation of food portions** and setup will be provided as evidence of delivery standards.

A **Post-Event Service Report** will be submitted after each engagement, capturing client feedback, issues raised, and corrective actions taken.

2.4. Risk Management

A comprehensive **Risk Management Plan** will be implemented to identify, assess, and mitigate service-related risks. This includes:

- Maintaining a reserve pool of trained staff to cover absenteeism or emergencies.
- Ensuring backup equipment and disposable serving options are available in the event of breakage or shortage.
- Implementing contingency plans for delays in delivery, power outages, or technical equipment failure.
- Enforcing strict food safety protocols to prevent contamination or spoilage.
- Maintaining compliance with all ACSA site access and health and safety requirements, including use of **Personal Protective Equipment (PPE)** and valid permits for restricted zones.

All identified risks will be reviewed periodically, and mitigation strategies will be updated as necessary to ensure uninterrupted service delivery.

2.5. Invoicing and payment

Include a list of information which is to be shown on an invoice as per the example given below.

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Service Provider* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Service Provider* shall address the tax invoice to Finance Department and include on each invoice the following information:

Name and address of the *Service Provider* and the *Service Manager*;

The contract number, Blanket Purchase Order Number and title ;

Service Provider's VAT registration number;

The *Employer's* VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;