

INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

RFP NUMBER: 201515

DESCRIPTION: PROVISION OF CANTEEN AND CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS

COMPULSORY BRIEFING SESSION: 05 NOVEMBER 2024 @10:00am

VENUE: SABS HEAD-OFFICE, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA

CLOSING DATE: 21 NOVEMBER 2024

CLOSING TIME: 11:00am

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**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	(CODE)		(NUMBER)	
FACSIMILE NUMBER	(CODE)		(NUMBER)	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?	YES OR NO
<p><u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u></p> <p>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/></p> <p>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/></p> <p>A REGISTERED AUDITOR <input type="checkbox"/></p> <p>[TICK APPLICABLE BOX]</p>	

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the provision of canteen and catering services for a period of three (3) years.

2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

3. Procedural compliance

3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **21 November 2024**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to Tenders.Lerato@sabs.co.za. The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

Note: The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address. (see 4.2 below)

3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

3.6 No contract

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

3.7 Validity of proposals

The proposal shall remain valid for a period of one hundred and eighty (180) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

3.8 Intellectual Property

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

4. General Instructions

4.1 Assumptions

The SABS has endeavoured to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

4.2 Requests for clarification/additional information

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

4.3 Contact information

All enquiries regarding this RFP must be e-mailed to Lerato.Monyepao2@sabs.co.za. Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	31 October 2024
2	Compulsory briefing session SABS Headoffice, 1 Dr Lategan Road, Groenkloof	05 November 2024, 10:00am
3	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to Lerato.Monyepao2@sabs.co.za	06 November 2024
4	SABS clarification. (Not further clarification after this date)	08 November 2024
5	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	21 November 2024
6	Appendix B, Intention to respond released and submitted	21 November 2024
7	Proposal Submission Date Proposals to be send to Tenders.Lerato@sabs.co.za	21 November 2024, 11:00am
8	Evaluation of proposals	TBA
9	Awarding of Tender (Next TC seating)	TBA

4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include, but not be limited to the following items.

- Company profile
- Completed 'Statement of compliance' (Appendix K)

4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

4.8 Submitting a response

4.8.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- Proposals/ Bids must be submitted **electronically** to Tenders.Lerato@sabs.co.za indicating the tender **reference number** and **description on the subject. Maximum size 14MB.**
- Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary).
- Proposals/Bids submitted **via a link and/or "we transfer" will not be accepted.**
- The responsibility for on-time submission rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**

- **The above email address should only be used for submission of proposals. No clarity seeking questions should be send to this email address.**

4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder’s capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Mandatory Evaluation.

4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database; National Treasury will maintain the database for all suppliers for Government and its institutions; and All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

5. Evaluation

5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Pricing Structure	
3	Appendix C Intention to Respond	
4	Appendix D SBD 4 Bidder’s Disclosure	
5	Appendix E Signed Non-disclosure agreement	
6	Appendix F SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
7	Appendix G Signed SABS Terms & Conditions	
8	Appendix H CSD Report / Proof of banking details for international suppliers	
9	Appendix I BBBEE/ Sworn affidavit	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	
15	Appendix O Standard Terms and Conditions Contract	
16	Appendix P Mandatory Documents	
17	Appendix Q Functionality Required Documents	

5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trademarks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

5.3 Tender Evaluation Process

Stage 1: Mandatory Requirements

Document	Submitted (Yes/No)
1. COIDA – Bidders must attach proof of valid COIDA certificate	
2. Bidders to include the following documents – Bidders to provide the following that include but not limited to: <ul style="list-style-type: none"> • Food preparation Standard Operating Procedure (SOP) • Proposed menu types • Proposed organisation structure for the SABS contract • Training documents for serving staff • Training documents for Kitchen staff 	
3. Public Liability Cover – Bidders to provide a valid public liability cover of a minimum of R2 000 000.00 an approved or a letter of intent issued by Insurance Firm	

Only bidders that meet the mandatory requirements will be evaluated further on stage 2 functionality evaluation.

Stage 2: Functionality Evaluation

Bids will be evaluated in terms of Functionality based on the following criteria:

no.	Selection Criteria	sub weight	Weight
	Functionality will be measured on a scale of 1-5. V.Poor:1, Poor:1, Average:2, Good:3, V. Good:4, Excellent:5		
1	Company Experience		
	The bidder must demonstrate experience in rendering canteen and catering services. A detailed company profile that indicates the number of years' experience in providing the canteen and catering services must be attached		20%
	No company profile and/or relevant experience	0	
	≤1 year experience	1	
	>1 - 2 years' experience	2	
	>2 - 3 years' experience	3	
	>3 - 4 years' experience	4	
	>4 years' experience	5	
2	Companies Track Record		
	The bidder must demonstrate the company's relevant experience and expertise in providing canteen and catering services for a medium size company (Staff turnout of 800 or more). (Bidder must submit contactable reference letters from clients where canteen and catering services was rendered in the past 7 years). Reference letters must be supported by completed returnable document evaluation sheet.		30%
	No reference letters attached		
	1 reference letter	1	
	2 reference letters	2	
	3 reference letters	3	
	4 reference letters	4	
	5 or more reference letters	5	
2	Demonstration of skills and capability		
2.1	Chef's qualifications		20%

	Bidders must attach valid proof of accreditation/affiliation to recognized hospitality association i.e South African Chefs Association (SACA) or relevant		
	No accreditation	0	
	Head Chef accredited	5	
2.2	Chef's experience		
	Bidders must attach a detailed CV of the Chef clearly indicating the number of years' experience rendering similar services		
	No CV and/or relevant experience	0	20%
	≤ 2 years' experience	1	
	>2 - 4 years' experience	2	
	>4 - 6 years' experience	3	
	>6 -8 years' experience	4	
	>8 years' experience	5	
2.3	Operations/Canteen Manager's Experience		
	Bidders must submit a detailed CV of the Operations/Canteen Manager as a point of contact to the SABS clearly indicating number of years' experience in managing a canteen service		
	No CV and/or relevant experience	0	10%
	≤1 year experience	1	
	>1 - 2 years' experience	2	
	>2 - 3 years' experience	3	
	>3 - 4 years' experience	4	
	>4 years' experience	5	
Minimum threshold is 75%			

Only bidders that meet the minimum threshold of 75% will be evaluated further on stage 3 food presentation and testing

Stage 3: Food Presentation and Testing

Bidders will be invited for food testing and presentation.

No.	Criteria	Points
1	Presentation of food and testing <ul style="list-style-type: none"> • Food presentation (20) • Food testing (20) 	40
2	Cleanliness of utensils <ul style="list-style-type: none"> • Crockery, cutlery (10) • Serving dishes (15) • Plates (15) 	40
3	Staff presentation/uniform (neat and clean)	20
	Total points	100
Minimum threshold is 80%		

Only bidders that meet the minimum threshold of 80% will be evaluated further on preference point system (price and specific goals)

6. Preference Point System (Price and Specific Goals)

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2022, where the 80/20

preference points system (price and specific goals) will be used.

7. Feedback on Proposals

Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

8. Contracting

Successful bidder(s) will be required to enter a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS rates will be negotiated with bidders prior to conclusion of the contract.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

Appendix A – Scope of Work

1. INTRODUCTION

The SABS invites proposals from qualified suppliers to manage our staff canteen and catering services at our premises in Groenkloof, Pretoria. The selected supplier will provide nutritious and affordable meals for approximately 1000 staff and tenants. The number of people on-site may vary due to remote working.

2. FACILITIES

Our premises include a kitchen, a dedicated serving area and a spacious dining hall.

3. SCOPE OF WORK

Official office hours at the Groenkloof Campus are 7:30 to 16:00 but flexible hours are worked.

3.1 Canteen Services

3.1.1 Daily Meal Services:

- **Operating Hours:** Monday to Friday, from 7:00 AM to 3:00 PM.
- **Breakfast Service:** Available from 7:00 AM to 11:00 AM.
- **Lunch Service:** Available from 12:00 PM to 2:00 PM.
- **Snacks and Sweets:** Available throughout the day.
- **Take-aways** – Available from 7:00 AM to 2:00 PM
- **Beverages:** Both cold and hot drinks available throughout the day.

3.2 Catering Services

- 3.2.1 Catering for corporate events, meetings, and special occasions.
- 3.2.2 Customizable menus to suit the theme and requirements of each event.
- 3.2.3 Provision of necessary catering equipment, utensils, and professional staff for event service.
- 3.2.4 Full-service catering including setup, service, and cleanup.

4. RESPONSIBILITIES AND COMPLIANCE

4.1. Quality and Safety Standards

- **Food Quality:** Ensure high standards of food quality, including the consistent freshness and presentation of food throughout the contract.
- **Safety and Hygiene:** Adhere to strict safety and hygiene practices, including regular sanitation of food preparation and serving areas.
- **Ingredients:** Source fresh and high-quality ingredients.

4.2. Regulatory Compliance

- **Health and Safety Regulations:** Comply with all relevant Occupational Health and Safety regulations, SABS will do regular inspections of the premises.
- **Local Health Regulations:** Ensure compliance with all local health regulations and licensing requirements.
- **Certificates and Documentation:** Provide all Certificates of Acceptability for Food Premises. Proof of submission to be submitted to SABS within 30 days of contract start date.
- **Safety File:** Provide SABS with a comprehensive safety file upon request.
- **SDS File:** Submit the SDS file upon request from SABS.

4.3. Operational Responsibilities

- **Cleanliness:** Maintain cleanliness and order in the kitchen, dining hall, and serving areas at all times.
- **Uniforms and Hygiene:** Ensure all personnel are neatly dressed in uniforms, presentable, and hygienic (e.g., hair nets, safety shoes).
- **Food Storage:** Implement proper food storage practices to ensure freshness and safety.

4.4 Safety and Emergency Preparedness

- **First Aid:** Maintain a first aid box and have a qualified first aider available at the cafeteria.
- **Safety Representative:** Provide a safety representative for the SABS HSE Reps monthly meetings.
- **Fire Fighting:** Ensure at least one staff member is trained on putting out kitchen fires.

4.5 Waste Management

- **Waste Policy Compliance:** Comply with SABS's Waste Management policy, including all aspects of waste recycling and disposal.

4.6 Miscellaneous

- **Locks and Keys:** Manage locks and keys responsibly, ensuring a copy is handed to SABS.

4.7 Staffing

- Employ experienced and professional kitchen and service staff.
- Provide ongoing training to maintain high service standards.
- Ensure staff are knowledgeable about food and beverage offerings and can assist with dietary needs and preferences.
- Ensure a continuous supply of food and beverages during service hours.
- Provide staff for setup, service, and cleanup for catering services at meetings and events.

4.8 Customer Service

- Ensure prompt and courteous service to all staff and guests.
- Address any concerns or feedback promptly and effectively.
- Provide a menu that includes breakfast, lunch, and snack options.
- Submit weekly menus and include a weekly rotation menu plan in the bid.

Example of weekly rotation menu plan (to be included in the bid)

- African cuisine should be included in the menu.
 - Dessert options to be included.
 - Healthy meal (Service provider to propose their healthy meal option)
-
- Service required Monday to Friday throughout the year, excluding public holidays. Catering may be required for special events on weekends or evenings.
 - Present food attractively and appetizingly at all times.
 - Monitor and replenish food counters constantly, keeping them clean.
 - Reflect the needs of ethnic customers, considering cultural or religious reasons, in menu planning and promotion.
 - Develop menus throughout the contract period to offer variety and avoid menu fatigue.
 - Include African cuisine, dessert options, and healthy meal options in the menu.
 - Offer a service to place orders via telephone or email.

4.9 Management and Reporting

- Maintain clear communication with SABS management.
- Provide regular reports on service performance, customer feedback, and any incidents.

5. MEAL OPTIONS

Provide at least the following daily offerings:

- Seasonal and healthy menu options, catering to various dietary requirements (vegetarian, vegan, gluten-free, etc.).
- A variety of side dishes, salads, and beverages to complement the main courses.
- A daily selection of sandwiches and wraps with a choice of brown, white, and whole-wheat bread and fillings.
- A daily range of salads/salad bar with a minimum of four choices.
- A daily selection of plain and fruit yoghurts.
- A daily selection of fresh fruit (whole and semi-prepared).
- A daily selection of hot and cold beverages.
- A daily selection of fruit juices.

5.1 Breakfast Menu Options (7:00am – 11:00am)

- **Hot Breakfast Items:**
 - Scrambled eggs, omelets, boiled eggs
 - Bacon, sausages (including vegetarian options)
 - Toast
 - Vegetables e.g. Hash browns, baked beans, grilled tomatoes, mushrooms.
 - Cereals
 - Chips (daily)
- **Cold Breakfast Items:**
 - Yoghurts (plain and fruit)
 - Fresh fruit (whole and cut)
 - Bread, toast with spreads
- **Beverages:**
 - Coffee, tea
 - Fruit juices
 - Milk, including non-dairy options
 - Soft Drinks
- **Special Items**
 - Vetkoek, achar and mince (twice per week)

5.2 Lunch Menu Options (12:00pm – 14:00pm)

5.2.1 Budget, Medium and Chef's Special Protein Options (Based on Price)

- Budget Option:
 - Example: Liver, tripe, chicken feet etc
- Medium Option:
 - Example: Chicken drumsticks, chicken stew, beef stew, pork etc
- Chef's Special Option:
 - Example: Lamb, Steak, Fish etc

5.2.2 Choice of Two Starches plus Chips

Examples:

- Pap
- Rice
- Samp
- Mash/Potatoes
- Chips (Daily throughout the day)

5.2.3 Choice of Three Vegetables

Examples:

- Steamed mixed vegetables
- Creamed spinach
- Honey-glazed carrots

5.2.4 Vegetarian Option

Example:

- Vegetarian pasta with roasted vegetables

5.2.5 Salad Options (3-4 Choices)

Examples:

- Garden salad with mixed greens, tomatoes, and cucumbers
- Greek salad with feta cheese, olives, and bell peppers
- Coleslaw with a tangy dressing
- Potato salad with herbs and mayonnaise dressing
- Pasta Salad

5.3 Other

5.3.1 Sandwiches and Wraps

- Variety of fillings (chicken, ham, vegetarian options) with choice of bread (brown, white, whole-wheat)

5.3.2 Snack Options

Healthy Snacks:

- Fresh fruit, fruit salads
- Plain and fruit yoghurts

Other Snacks:

- Crisps and chips

- Sweets and chocolate bars

5.3.3 Beverages:

Hot Beverages:

- Coffee (regular and decaf)
- Tea

Cold Beverages:

- Bottled water (still and sparkling)
- Soft drinks and sodas
- Milk

5.3.4 Takeaway Options

- Pre-packaged salads and sandwiches
- Burgers
- Stir fry
- Toasted sandwiches
- Pies
- Snack packs (nuts, fruit, cheese)

6. **FUNCTIONS**

6.1 General

- Conferences, meetings and functions must be served no later than 30 minutes before the time agreed with the customer.
- All rooms must be cleared after meetings – no more than 15 minutes after the notified time.
- All tablecloths to be provided by the service provider.
- NB: Bottled water twice per day (SABS approved).

6.2 Meal Options

- Package consisting of morning tea with eats, lunch, afternoon water/tea/coffee).
- Platters, example: meat platter, pastry platter, fruit platter, mixed platter etc
- Warm meal package example:
 - Chicken, beef, mutton/lamb and fish
 - Variety of vegetables
 - Salads

7. **NETFA CAMPUS**

The service provider will be required to prepare food at the Groenkloof campus for meetings and events that may be held at the NETFA site. The service provider will be required to transport food to NETFA which is approximately 27km from Groenkloof.

8. GENERAL REQUIREMENTS

8.1 The service provider will be required to:

- a) Conduct business in a courteous and professional manner.
- b) Maintain its equipment in good order so as to comply with the SABS's occupational health and safety standards.
- c) Ensure that all personnel working under this contract are adequately qualified and trained prior to the commencement of the contract.
- d) Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and employee name that can be clearly identified from other Service Providers, SABS personnel, etc.
- e) Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are always worn.
- f) Provide an on-site manager, available always.
- g) Service provider to comply with the following:
 - o Gazetted wages/salaries
 - o UIF contributions
 - o Comply with Labour Relations Act

9. PROVISIONS OFFERED BY THE SABS

- a) The SABS Head Office will provide the necessary space and basic infrastructure for the canteen and catering services, including a large kitchen, serving area, dining hall.
- b) The vendor will be responsible for supplying any additional equipment required for food preparation and service. (Refer to list)
- c) Regular maintenance and cleaning of the kitchen, and catering areas and equipment will be the vendor's responsibility. SABS will be responsible for cleaning the cafeteria hall area.
- d) The following provisions will be made available to the service provider at no cost and are exclusively for use at SABS only:
 - o Water and electricity
 - o Kitchen and cafeteria hall (Groenkloof Campus only)
 - o Security Access – the first issue is free, should a member of the service provider lose the access card there will be a replacement fee. Where employee lose the access card should be reported to the security personnel immediately
 - o Stoves, ovens, microwaves (see inventory list)
 - o 2x Offices
 - o Existing equipment in the kitchen: see inventory list below
 - o Cafeteria which includes the dining area, kitchen, storerooms and walk-in cold room and freezer
 - o Meeting rooms
 - o Change rooms and toilets
 - o Tables and chairs in the dining area.
 - o Waste management services
 - o Pest control services
 - o Car parking facilities

10. CROCKERY AND CUTLERY SUPPLY

All crockery and cutlery to be supplied by the service provider – an inventory list to be provided and updated regularly. Service provider to replace cracked/chipped cutlery and crockery.

11. SABS MAINTENANCE SUPPORT

- a) SABS Maintenance department will support requests for general maintenance of the facility.
- b) SABS Maintenance department will support requests for SABS owned kitchen equipment.

- c) The Service Provider will be responsible for costs incurred due to negligence.
- d) SOP of Food preparation

12. REQUIRED DOCUMENTS/EQUIPMENT

- a) Certificate of Acceptability for Food Premises (Proof of submission within 30 days of start date).
- b) Health & Safety Policy (as per regulation R6.38).
- c) Kitchen Cleaning schedule with SDS of cleaning chemicals used.
- d) It is compulsory for the service provider to have an Administration/support office on site – fully functional with own PC, Printer/Scanner, Cash registers.
- e) Debit card facility is essential.

13. SABS KITCHEN INVENTORY LIST

Description	Quantities
3 plate stove/oven	x2
1 flat plate grill top stove/oven	X1
Deliver trolley blue	X1
Industrial Toaster	X2
Tills	X2
Flat pans	X1
Microwaves	X1
Flat grill	x1
Urns	x2
Stainless steel storage racks	x6
Convection oven/griller	x1
Stainless steel counter tops	x16
Fridge/freezer	X2
Money safe	x1
Dry racks	x2
Big strainer	X1
Small strainer	X2
Perforated bain marie	X10
Chips basket	X4
Pots big and small	X13
Stainless steel bowels	X5
Meat buckets white	X5

Appendix B Pricing Structure

The service provider must take the following into consideration when completing the price proposal:

- Prices are to be fixed for a 12-month period, from inception of the agreement.
- Increase in prices only happens once a year.
- The tendered price must include VAT.

Pricing structure must be flexible to accommodate the “build your own plate” choice based on number of components or combinations. The flexible pricing model should be designed to accommodate the diverse preferences and budgets of our staff. Below is an overview of proposed pricing structure:

*NB: Items listed below, and portion sizes are for evaluation purposes.

*NB: Items to be offered by the recommended service provider are not limited to the below list.

Items	*Portion size	Unit Price
MAIN MEAL (SERVING PORTION)		
PROTEIN:		
• Budget	100g	R
• Medium	100g	R
• Chef Special	100g	R
Vegetables per portion	100g	R
Starch per portion	100g	R
Salad per portion	100g	R
Chips (daily)	Small	R
Chips (daily)	Medium	R
BREAKFAST		
Scrambled eggs, boiled eggs	Each	R
Omelettes	Minimum of 3 eggs	R
Dagwood	Each	R
Bacon	Each	R
Sausages (including vegetarian options)	Each	R
Plain Fat cake	Each	R
Stuffed fat cake	Each	R
BAKERY/PASTRIES		
Croissant	Each	R
Muffin	Standard size	R
Slice of cake	Standard slice	R
BEVERAGES		
Buddy soft drinks	500ml	R
Can soft drinks	330ml	R
Bottled water	500ml	R
Powerade	500ml	R
100% Juice	300ml	R

FUNCTIONS (PER PERSON)		
Meat platter	Minimum of 5 items	R
Pastry Platters	Minimum of 5 items	R
Fruit platter	Minimum of 5 items	R
Sandwich platter	Minimum of 5 items	R
Lunch (Per person) <ul style="list-style-type: none"> ○ Two types of Starch ○ Two types of proteins ○ Two types of salads ○ Two types of vegetables 	Serving portion	R
Sub-Total		R
VAT (15%)		R
Total Including VAT		R

Appendix C
Intention to respond to the Request for Proposal

We hereby accept / decline your Request for Proposal.

Company: _____

Company Representative: _____

Position/Title: _____

Signature: _____

Please state a brief reason for declining this Request for Proposal _____

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Appendix E

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____ (“the Bidder”),
Registration Number: _____ whose registered office is at

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Bidder has received, or may receive in future, information relating to **201515** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its their affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore, the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which: -
 - (a) the Bidder can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
 - (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;

5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at.....on this.....day of2024

On behalf of the South African Bureau of Standards (signature) Lerato
Monyepao (Supply Chain Management)

Witness 1. Witness 2.

Signed at..... on this..... day of2024

Signed on behalf of the Bidder, duly authorised thereto..... (signature)

..... (name) (title)

Witness 1. Witness 2.

To: Tenders.Lerato@sabs.co.za

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74.99% black ownership		6		
	51% - 59.99% black ownership		4		
	1% - 50.99% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	1% - 50.99% black women ownership		2		
	0% black women ownership		0		

Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50.99% owned by persons living with disabilities		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Appendix G

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

<https://www.sabs.co.za/Procurement/docs/SABS%20STANDARD%20TERMS%20AND%20CONDITIONS%20FOR%20PROCUREMENT%20OF%20GOODS%20AND%20SERVICES....pdf>

**Appendix H
CSD REPORT**

Appendix I – BBBEE Certificate/Sworn Affidavit

Appendix J
Management Summary

Appendix K

Statement of Compliance to the Request for Proposal

Company Name: _____

Proposed Service: _____

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

Signed: _____ (Authorised Signatory)

Name: _____

Position: _____

Date: _____

Appendix M
AUDITED FINANCIAL STATEMENT

Appendix N

Request for Proposal Enquiry

To:Lerato.Monyepao2@sabs.co.za

From:

Questions:

Answers:

To: Lerato.Monyepao2@sabs.co.za