

# REQUEST FOR PROPOSAL (RFP)

**RFP NUMBER: g-Fleet RFP: 03/06/2025**

**RFP TITLE: SOURCING OF A SERVICE PROVIDER FOR CANTEEN SERVICES AT g-Fleet MANAGEMENT, BEDFORDVIEW FOR A PERIOD OF THREE (3) YEARS.**

## TENDER DOCUMENT

**OCTOBER 2025**

**ISSUED BY:**

g-Fleet MANAGEMENT  
ENTITY OF ROADS AND TRANSPORT  
PRIVATE BAG X1  
BEDFORDVIEW  
2008

## **REQUEST FOR PROPOSAL (RFP)**

**RFP NUMBER: g-FleeT RFP: 03/06/2025**

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**PROPOSAL NOTICE**

**g-FleeT MANAGEMENT, A TRADING ENTITY OF THE ENTITY OF ROADS AND TRANSPORT REQUESTS INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER:**

TENDER NUMBER	SERVICE	COMPULSORY BRIEFING SESSION	CLOSING DATE
<b>g-FleeT RFP: 03/06/2025</b>	Sourcing a service provider for canteen services at g-FleeT Management, Bedfordview for a period of three (3) years.	<p><b>Venue:</b> g-FleeT Management Entity of Roads and Transport 76 Boeing Road East Bedfordview 2008</p> <p><b>GPS</b> -<a href="#">26.167305, 28.136210</a></p> <p><b>Date:</b> <b>13<sup>th</sup> March 2026</b> <b>Registration from:</b> 9am to 10am <b>Site briefing time from :</b> 10am</p> <p><b>NB: Failure to attend the compulsory briefing session will result in disqualification of the Bidder's bid</b></p> <p><b>All times indicated are in Central African Time (CAT)</b></p>	<p><b>27<sup>th</sup> March 2026</b></p> <p>at g-FleeT Management Entity of Roads and Transport 76 Boeing Road East Bedfordview 2008</p> <p><b>Tender box is located at Customer Service Centre (CSC) Building at the main entrance</b></p> <p><b>Tender box is accessible for 8am to 16h00.</b></p> <p><b>Tender box is not accessible on weekends.</b></p> <p><b>GPS</b> -<a href="#">26.167305, 28.136210</a></p> <p><b>Time:</b> 11am</p>

The Entity of Gauteng Roads and Transport adhere to all relevant Acts including but not limited to, the Constitution of the Republic of South Africa of 1996, the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998 and the Public Finance Management Act No 1 of 1999.

In terms of Preferential Procurement Regulation of 2022, the Entity will be applying the 80/20 preference point system.

**COMPULSORY/MANDATORY PROPOSAL REQUIREMENTS:**

**Failure to submit the following required documents/certificates will render the bidders tender disqualified:**

- Complete, sign and submit all compulsory SBD documents, i.e. SBD 1, SBD 4 and SBD 6.1 which form part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance.
- Copy of Joint Venture agreement or Consortium agreement if applicable.

- A minimum of two (2) light delivery vehicles, one of which must be a cold chain are required (owned or rented). In instances where vehicle is leased or will be leased, copy of lease agreement or intention to lease duly completed and signed by all parties involved must be attached. Certified copies of registration certificates in both instances (either owned or rented) must also be attached.
- Bidders should submit letters from suppliers confirming future access to appropriate quantities of ingredients to use (i.e., food and drinks to be used), together with the bid document.
- Analyzed menu by a registered dietician shall be submitted with the bid document.
- Submit a letter of good standing from the Department of Labour (COIDA)

**OTHER KEY RETURNABLES:**

- Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing"
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.
- Central Supplier Database (CSD) registration summary report
- Certified ID Copies of company directors or members and shareholders (NB: the date of certification must be less than 6 months from the date of the bid closure
- The bidder should attach the company profile when submitting the bid document.

**Bidders shall attach detailed company profile that is reflective of previous engagements and knowledge pertaining to food services.**

**In line with the principles outlined in the Entity policy, the Entity may elect to fairly and equitably distribute the awarding of work amongst suppliers.**



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**SBD 1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF ENTITY/ PUBLIC ENTITY)</b>					
BID NUMBER:	g-Fleet RFP: 03/06/2025		CLOSING DATE:	CLOSING TIME:	11:00
DESCRIPTION	SOURCING OF A SERVICE PROVIDER TO FOR CANTEEN SERVICES AT g-Fleet MANAGEMENT, BEDFORDVIEW FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
76 Being Road East, Bedfordview, Germiston					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR. THULANI MKWANAZI		CONTACT PERSON		
TELEPHONE NUMBER	083 399 1025		TELEPHONE NUMBER		
E-MAIL ADDRESS	GfleetSCM@gauteng.gov.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....



**GAUTENG PROVINCE**  
ROADS AND TRANSPORT  
REPUBLIC OF SOUTH AFRICA



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## **C O N T E N T S**

**DOCUMENT A: CONDITIONS TO BE OBSERVED WHEN BIDDING**

**DOCUMENT B: GENERAL CONDITIONS OF THE BID/PROPOSAL**

**DOCUMENT C : QUESTIONNAIRE**

**DOCUMENT D : DECLARATION OF INTEREST**

**DOCUMENT E: FUNCTIONALITY REQUIREMENTS**

**DOCUMENT F: CONFIDENTIALITY**

**DOCUMENT G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022- SBD 6.1**

**DOCUMENT H: ACCEPTANCE OF CONDITIONS OF BID**

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## DOCUMENT A

### CONDITIONS TO BE OBSERVED WHEN BIDDING

#### 1. SUBMISSION OF PROPOSALS

- 1.1 Bidders are required to complete and sign the RFP Document and initial all pages (including proposal and brochures).
- 1.2 Bidders must ensure that bids are delivered timeously to the correct address. Bids not received in a specified manner, and by the specified time and date as set out in this RFP document will be rejected. The bid box is generally open from 8am to 16h00 hours a day, from Monday to Friday, 5 days a week.

#### 2. COMPLIANCE WITH CONDITIONS OF PROPOSAL

- 2.1 No alteration, amendment or variation of the submitted proposal post the closing date of this bid shall be permitted nor accepted.

#### 3. COMPLIANCE WITH TECHNICAL SPECIFICATIONS

- 3.1 All bidders are required to submit bids in accordance with stipulated technical specification as indicated on this bid document. Failure to comply with the required technical specification will result in disqualification of the bid.

#### 4. SCHEDULE OF QUANTITIES

- 4.1 Bidders are required to submit a detailed Schedule of Quantities indicating how the bid amount is composed. This schedule shall contain itemised descriptions, quantities, and unit prices.

#### 5. BID PRICES

- 5.1 No change in the submitted bid prices shall be accepted and/or approved by g-FleeT Management after receipt and before award of this bid.
- 5.2 All prices are to be quoted in the Republic of South African Rand with VAT as a separate item.
- 5.3 The prices quoted should be inclusive of all costs needed to perform the specified services.
- 5.4 This bid document is not an offer to purchase, order or contract.
- 5.5 Prices must be fixed for the first year and shall, where applicable, be subject to an increase of not more than the applicable CPI.
- 5.6 Any response submitted by a Bidder is subject to negotiation and review by g-FleeT Management.

## **6. ACCEPTANCE OF PROPOSALS**

- 6.1** g-Fleet Management does not bind itself to accept the lowest or any bid/proposal, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Bidders in the preparation and delivery of its/his/her bid/proposal. g-Fleet Management reserves the right to accept a separate bid/proposal or separate bids/proposals for any one or more of the sections of a specification. g-Fleet Management also reserves the right to withdraw the bid at any stage.
- 6.2** No bid shall be deemed to have been accepted unless and until a formal contract/ letter of award is prepared and signed by g-Fleet Management and the winning bidder.
- 6.3** g-Fleet Management reserves the right, should it deem it necessary, to monitor every stage of the contract to ensure:
- that the directors who were awarded the bid are in control of the company and/or that changes in directors does not affect delivery of the goods/services/work adversely.
  - that, if there are changes in the control of the company, these should be brought to the attention of g-Fleet Management.
  - that in the event that the bid or any part thereof is to be subcontracted to another company or organisation after the bid was awarded, the Bidder/s must immediately advise g-Fleet Management and g-Fleet Management shall approve same as it deems fit;
  - successful delivery of the goods/services/works in terms of the contract, or timeous termination of the contract should such action be in the best interest of g-Fleet Management.
  - audit the successful Bidder's contract from time to time.
- 6.4** This bid will remain valid 90 (ninety) days from the date of bid closing.

## **7. DEFAULT BY BIDDERS**

- 7.1** If Bidders purport to withdraw their bid(s)/proposals within the period for which they have agreed that their bid/proposal shall remain open for acceptance, or fails to enter into a written contract when called upon to do so, or fails to accept an order in terms of the bid, g-Fleet Management may, without prejudice to any other legal remedy which it may have, accept their bid(s) notwithstanding the purported withdrawal, or proceed to accept any other less favorable bid or call for bids afresh and may recover from the defaulting Bidders any additional expense it has incurred for the calling for new bids or the acceptance of any less favorable bid.

## **8. AMPLIFICATION OF PROPOSALS**

- 8.1** g-Fleet Management may, after the opening of bids, call on the Bidder to amplify in writing any matter which is not clear in the Bidder's submission and such amplification shall form part of the original bid.
- 8.2** In the event of the Bidders failing to supply such information within the specified timeframe, the bid will be liable to rejection.
- 8.3** g-Fleet Management reserves the right to:
- contact any Bidder during the evaluation process, to clarify any information, without informing any other Bidders. During the evaluation process, no change in the content of the bid shall be sought, offered or permitted.
  - cancel this bid at any time on the following conditions:

- i) Change in business requirements of the entity.
- ii) Budget unavailability
- iii) Identified tender irregularity.
- iv) Non- responsive bids

Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to g-Fleet Management and not necessarily on the basis of the lowest costs.

## **9. COST OF BIDDING**

- 9.1** The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and g-Fleet Management shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

## **10. COMMUNICATION**

- 10.1** g-Fleet Management has provided a single point of entry for any questions or queries that the Bidder may have. All queries must be submitted in writing and directed to authorised contact person. **Unauthorised communication with any other personnel or member of staff of g-Fleet Management, with regard to this bid is strongly discouraged and will result in disqualification of the respective Bidder's bid/proposal submission.**
- 10.2** Should there be a difference of interpretation between the Bidder and g-Fleet Management; g-Fleet Management reserves the right to make a final ruling on such interpretation.
- 10.3** The closing time for clarification of queries is 7 (seven) days before the deadline for bid/proposal submission. The Bidders should take note that questions together with responses will be sent to all Bidders who attended compulsory Briefing Session.

## **11. AUTHORISED CONTACT PERSONS**

### **11.1 All enquiries in respect of this bid must be**

Addressed to: **Tender Office**

SCM Division

76 Boeing Road

East

Bedfordview

Germiston

South Africa

E-mail : [GfleetSCM@gauteng.gov.za](mailto:GfleetSCM@gauteng.gov.za)

## **12. MISREPRESENTATION AND FRONTING IS PROHIBITED**

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

It is an offence to misrepresent or provide false information regarding a company's information or engaging in a fronting practice. If there is any contravention of some sought, g-Fleet Management may open a criminal and/or civil case/s against the bidder and its directors/members in terms of applicable legislation, and restrict the bidder & its directors/members from doing business with g-Fleet Management for a pre-determined period.

It is important to note that any proposal that does not conform fully to the instructions and requirements in this RFP will be disqualified.

Bids, which do not meet the technical requirements, will not be considered for further evaluation.

**END OF DOCUMENT A**

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## **DOCUMENT B**

### **GENERAL CONDITIONS OF PROPOSAL**

#### **1. COMPLIANCE WITH COMPLETION OF PROPOSAL**

- 1.1** The bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- 1.2** Bid forms must be signed in the original form; in ink and forms with photocopied signatures or other such reproduction of signature will be rejected.
- 1.3** Should bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bid.
- 1.4** Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Incomplete bids will result in disqualification.

#### **2. COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

- 2.1** Unless a departure is clearly stated by the Bidder at the time of bidding, the works shall be taken as complying in detail with the Technical Specifications, and the Bidder shall be held liable on all the terms and conditions of the contract as if this bid contained no departures. Technical specifications contained in any brochures, or any other descriptions submitted shall apply for acceptance test purposes.

#### **3. INSPECTION**

- 3.1** The Bidder shall permit and assist g-Fleet Management's representatives in carrying out any inspections that are called for in the proposal or specifications.

#### **4. PACKAGING**

- 4.1** Goods purchased on this bid must be adequately protected and securely packaged during transportation and until delivery at the destination.
- 4.2** Goods must be clearly marked with the Bidder's name, description of contents and order number and delivery address.

**5. RISK**

- 5.1 The Bidder will be responsible for losses that g-Fleet Management incurred due to Bidder's negligence or intention and Bidder must provide Liability Insurance. This will be a condition of contract.

**6. DELIVERY**

- 5.1 Delivery will be to the canteen of g-Fleet Management in Bedfordview, Johannesburg, Republic of South Africa.

**7. ASSIGNMENT OF CONTRACT**

- 7.1 The Bidder shall not have the right to cede any right or delegate any obligation in terms of this contract to any third party unless with the prior written approval of g-Fleet Management.

**8. PROPOSALS ARE CONSIDERED TO BE BINDING ON THE BIDDERS**

- 8.1 Representations made in the bid/proposal, including claims made in respect of commitments to dates of delivery, shall be considered binding on the Bidder on acceptance of the bid/proposal by g-Fleet Management and same will form part of the contract to be concluded, unless specifically noted by the Bidder in the bid/proposal that same maybe subject to change.

**9. COMPLIANCE WITH g-Fleet MANAGEMENT POLICIES**

- 9.1. g-Fleet Management will not procure any goods or services, from any employee or employee-owned business, to ensure that suppliers competing for g-Fleet Management's business have confidence in the integrity of g-Fleet Management's selection process.
- 9.2. No former employees of g-Fleet Management will be awarded contracts with g-Fleet Management within 24 months after resigning from g-Fleet Management employment or not being engaged with g-Fleet Management.
- 9.3. Should former employees of g-Fleet Management resign from the employment of g-Fleet Management or not being engaged with g-Fleet Management and become directors of other businesses bidding with g-Fleet Management, such bid will not be considered until the cooling off period of two years has expired.
- 9.4. "g-Fleet Management has a zero tolerance to theft, fraud and corruption. Such activities will be investigated and stringent action instituted such as laying of criminal charges or even removal from g-Fleet Management database of service providers.

**10. FAILURE TO COMPLY WITH THESE CONDITIONS**

**10.1** These conditions form part of the bid and failure to comply therewith will invalidate a bid.

**11. RFP SCHEDULE**

**11.1** Bidders will be contacted as soon as practicable with a status update. At this time, short-listed Bidder/s may be asked to meet with g-Fleet Management representatives. Bidders should provide a list of persons and their contact details who are mandated to negotiate on behalf of their company.

**12. ADDITIONAL NOTES**

**12.1** All returnable documents as indicated in the bid form must be returned with the response. **12.2** Changes by the Bidder to his/her submission shall not be permitted after the closing date.

**12.3** The person or persons signing the bids must be legally authorized by the Bidder to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the bid.

**12.4** g-Fleet Management reserves the right to undertake post-bid negotiations with the preferred Bidder or any number of short-listed Bidders.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS WILL RESULT IN THE BID BEING DISQUALIFIED.**

**13. DISCLAIMERS**

**13.1** Bidders are hereby advised that g-Fleet Management is not committed to any course of action as a result of its issuance of this BID and/or its receipt of a bid in response to it. In particular, please note that g-Fleet Management may:

**13.2** change all services on bid and to have Supplier re-bid on any changes.

**13.3** reject any bid which does not conform to instructions and specifications issued herein

**13.4** disqualify bids after the stated submission deadline

**13.5** not necessarily accept the lowest priced bid

**13.6** reject all bids, if it so deem fit

**13.7** award a contract in connection with this bid at any time

**13.8** make no award of a contract.

Kindly note that g-Fleet Management will not reimburse any Bidder for any preparation costs or other work performed in connection with this bid, whether or not the Bidder is awarded a contract.

**END OF DOCUMENT B**



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### **DOCUMENT C**

#### **QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING**

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

<b>1. Company's Treasury CSD unique registration reference number.</b>	
<b>2. Have your company been issued with a SARS Compliance Status PIN.</b>	
<b>3. If yes, please provide PIN number. The provision of the PIN will be construed as your permission to g-Fleet Management Procurement to access your tax status on-line.</b>	
<b>4. Are you registered in terms of section 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act 89 of 1991)?</b>	
<b>5. If so, state your VAT registration number and original current tax clearance certificate to be submitted</b>	
<b>6. Are the prices quoted fixed for the full period of contract?</b>	
<b>7. Is the delivery period stated in the bid firm?</b>	
<b>8. What is the address in the Republic of South Africa where an item of the type offered by you may be inspected preferably under working conditions? (Where Applicable)</b>	



<b>9. What is the approximate value of stock in the Republic of South Africa for this particular item? (If required).</b>	
<b>10. Where are the stock held?</b>	
<b>11. What facilities exist for servicing the items offered?</b>	
<b>12. Where are these facilities available?</b>	
<b>13. What are the names and addresses of the factories/suppliers where the supplies will be manufactured and may be inspected, if required?</b>	

\*

**ALSO INDICATE WHICHEVER IS NOT APPLICABLE**

**END OF DOCUMENT C**

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**DOCUMENT D**

**SBD 4**

## BIDDER'S DISCLOSURE

### 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 interest<sup>1</sup> 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

<sup>1</sup> 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.

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

**2.1.3** 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 consortium<sup>2</sup> 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.
- 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

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<sup>2</sup> 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.

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 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

**END OF DOCUMENT D**

# REQUEST FOR PROPOSAL (RFP)

**RFP NUMBER: g-FleeT RFP: 03/06/2025**

**RFP TITLE: SOURCING OF A SERVICE PROVIDER FOR CANTEEN SERVICES AT g-FleeT MANAGEMENT, BEDFORDVIEW FOR A PERIOD OF THREE (3) YEARS.**

## DOCUMENT E

### TECHNICAL SPECIFICATION

#### 1 INTRODUCTION AND BACKGROUND

g-FleeT Management Head Office in Bedfordview, Germiston has canteen and catering facilities in its premises. It also has a culturally diverse staff complement and with diverse catering needs including those of various religious and ethnic groups. The model for the canteen services must be similar to the canteens found in other corporate organisations. A variety of fresh foods and drinks that must be prepared daily and complete meals that are prepared onsite must be offered.

g-FleeT Management therefore seeks the services of an experienced Catering Service Provider to operate its canteen, providing canteen solution that provides g-FleeT Management staff and visitors access to basic, nutritious, healthy and fresh meals for breakfast and lunch: including provision of drinks and snacks. The service providers will also, on ad-hoc basis be required to provide catering services for meetings and functions on a quotation basis.

The potential service providers are invited to participate in this Request for Proposal.

#### 2 SCOPE OF WORK REGULATORY REQUIREMENTS

**Bidders must provide Canteen and Catering services in compliance with, notwithstanding any worded clause or stipulation contained in any applicable Law or Regulations, the following:**

- 2.1 Food Handlers Regulations, Abattoir Regulations and the Occupational Health and Safety Act 85 of 1993. as well as rules set out by SASHON and the Medical Professions Health Counsel.
- 2.2 Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 2.3 Health Act 63 of 1977
- 2.4 Agricultural Products Standards Act 119 of 1990 2.5 Meat Safety Act 40 of 2000 (Dept of Agriculture) 2.6 All applicable g-FleeT Management policies
- 2.7 The bidder will also ensure that he/ she complies with all relevant local authority by-laws in terms of trading licenses.
- 2.8 Occupational Health and Safety Act and any Regulations.

### **3 SCOPE OF SERVICES**

The service provider will render Canteen Services to approximately 150 employees and contractors with a varying number of visitors of diverse cultural, ethnic and religious groups who regularly use the canteen, ranging from a cup of coffee to a full lunch daily.

The service providers will be required to provide various options in terms operating times, food options, catering service etc.

#### **3.1 Various types of food services to be offered such as:**

- Pre-packed fresh food prepared using the best produce
- Hot and cold dishes
- Nutritionally balanced meals
- Vegetarian choices
- Halaal choices
- Snacks and Sweets
- Various Fruits
- Various Salads
- Desserts
- Cakes and Pastries

#### **3.2 General Operating times**

The canteens operating days are Monday to Friday, excluding weekends and public holidays. The general operating hours are from 07:00 to 15:00.

#### **3.3 Canteen Services Daily catering for staff**

The average number of employees utilising g-Fleet Management, Bedfordview canteen on a daily basis range between 100 – 150. g-Fleet Management staff pays the service provider directly for their orders on cash basis. The daily requirements are as follows:

##### **3.3.1 Breakfast**

Breakfast must be served from 07:00 until 10:30 (seated and takeaway).

Breakfast service includes hot and cold items: examples - fried eggs, boiled eggs, sausages, toasted sandwiches, fried tomatoes, loose seasonal fruit, soup, slices of bread (brown & white bread), hot and cold cereals, yoghurt, fruit salads, muffins, tea, coffee, cappuccinos, etc.

##### **3.3.2 Lunch**

Lunch must be served from 12:00 until 15:00 (seated and take-away).

Lunch service to include hot items: minimum 2 proteins, 2 starches/ carbohydrates, vegetarian, Halaal, dessert, loose seasonal fruit, assorted warm and cold drinks. The menu must include a variety of dishes which cater for employees' preferences.

##### **3.3.3 Health Bar**

Health Bar must operate from **07:00** until **15:00**

The Health Bar will be located in the canteen and must serve fresh juices, smoothies, health and fruit platters, loose seasonal fruit, health bars, health muffins.

#### **3.3.4 Coffee Bar**

Coffee Bar must operate from **07:00** until **15:00**

The Coffee Bar will be located in the canteen and must serve all hot beverages such as **coffee, tea, hot chocolate, cappuccino etc.**

#### **3.4 Catering for functions and meetings:**

The successful bidder could be required to cater for special function services on a quotation basis, as and when required (e.g. meetings or functions/events), with prior written acceptance in a form of a Purchase Order from g-FleeT Management, to enable the bidder to cater for meetings and functions. It is important for the successful bidder to obtain a Purchase Order before services rendered. This charge will be based on offer and acceptance between the successful bidder and g-FleeT Management.

g-FleeT Management will follow normal procurement process of obtaining quotations from catering companies and not confide these to the appointed Canteen Service providers only. For purposes of clarity and for the avoidance of doubt, it is important to note that g-FleeT Management reserves the right to obtain and/or accept quotations from external catering companies.

#### **3.5 Canteen Facilities**

The service provider will be required to ensure that the facilities are always kept clean and tidy and ready for use when needed.

Conduct a monthly comprehensive deep cleaning of the kitchen area and equipment and provide cleaning report.

All Catering facilities are to be used exclusively for the preparation of catering for consumption by g-FleeT Management personnel and guests i.e. facilities cannot be used for external functions.

g-FleeT Management will conduct, through an independent hygiene audit firm, an audit once every six (6) months without notifying the contractor and the findings of which shall be discussed with the contractor for corrective measures to be taken if any.

##### **3.5.1 Canteen Facilities Location**

- Wellness Centre

##### **3.5.2 Types of Facilities in the Canteen**

g-FleeT Management is offering the canteen facilities on a non- lease/rental basis for a period of three (3) years. g-FleeT Management will be responsible for the maintenance of all its canteen facilities throughout the contract period. The successful bidder shall provide adequate equipment such as cutlery and crockery to serve the target population as indicated by g-FleeT Management. The canteen facility is equipped with the following:



Type of facility/area	Purpose of Use	Quantity
Refectory/ Canteen	Eating area for staff/customers	1
Main Kitchen	Sustenance and foodstuffs preparation	1
Delivery Entrance	Delivery entrance for catering purchases	1
Admin Office	Administration office for catering service	1
Deep Freezer/refrigerator	Keeping of food stuffs	1
Change Rooms	For use by catering staff	2
Storeroom	Storage for catering equipment	1
Service Area	Preparation of coffee, tea and other soft drinks for staff	1

**Things to be set up by the service provider:**

Type of facility/area	Purpose of Use	Quantity
Kiosk	Selling of takeaways	1
Health Bar	Selling of health food	1
Coffee Bar	Tea, coffee and soft drinks service at the reception	1

**3.6 Resource Requirements**

The successful service provider will be required to make provision for adequate resources in a form of number of chefs, waiters, kitchen staff and management team to run an effective and efficient Catering Service. As a guide, the service provider should be resourced to operate the following:

Area	Staff Compliment
Refectory	Cashiers, Call Order Waiters Health Bar Call Order Chef.
Main Kitchen	Chefs, Scullery (Cleaning).
Administration Office	Executive Chef (Site Manager) Administration staff Stock Controller
Waiters	Tea Service Staff Waiters/Waitresses Coffee Bartender

**Note: Supply the number of staff you'll be providing; fill Annexure E attached.**

#### 4. POSSIBLE FOOD MENU

##### 4.1 For The Canteen Services

DESCRIPTION
<b>BUFFET BREAKFAST (incl. Cereals)</b>
<b>BUFFET BREAKFAST (excl. Cereals)</b>
<b>SANDWICHES (TOASTED OR PLAIN)</b>
Cheese
Cheese and Tomato
Cheese and Ham
Cheese, Ham and Tomato
Bacon
Bacon and Egg
Bacon, Egg and Cheese
Bacon, Egg, Cheese and Tomato
Salami and Cheese
Chicken Mayonnaise
Tuna Mayonnaise
Mince and Cheese
Other
<b>ROLLS</b>
Roast Beef and Mustard
Cheese, Ham and Tomato
Cheese
Salami and Cheese
Egg Mayonnaise
Chicken Mayonnaise
Tuna Mayonnaise
Avocado and Cheese
Russian Roll
Hotdog
Chip Roll
Fish and chips Roll
<b>BURGERS</b>
Hamburger
Cheeseburger
Egg Burger
Cheese and Egg Burger
Bacon and Egg Burger



Dagwood
Chicken Burger
<b>FRIES</b>
Chips Regular size
Russian
<b>SOFT DRINKS</b>
330ml (e.g. Coke, Sprite, Fanta, Stoney)
500ml (e.g. Coke, Sprite, Fanta, Stoney)
Grapetiser, Appletiser (330ml)
Liquifruit (330ml)
Ice Tea (330ml)
Ice Tea (500ml)
Energy Drinks (500ml)
Mineral Water (500ml)
Fruit Juices 330ml
<b>HOT BEVERAGES (VARIOUS)</b>
Filter Coffee
Tea
Hot Chocolate
Espresso
Cappuccino
<b>PASTRIES AND CAKES (VARIOUS)</b>
Cake per slice
Pastries
Muffins
Croissants
Scones
<b>OTHER</b>
Soup 250ml
Yoghurt 175g
Seasonal Fruit Salad 500g
Fruit Salad Platter
Sweets, Chip, Gums and Chocolates and various snacks
Other

<b>LUNCH DAILY MEALS:</b>	
<b>Item</b>	
Starch	
Hot Vegetable	
Cold Vegetables (salad)	
Protein (fish 200g/	
Protein (Chicken)	
Protein (Beef)	
Protein (Lamb Chops)	
Protein (Pork Chops)	
Beef Stew/ Curry	
Chicken Stew/ Curry	
Lamb Stew/ Curry	

**Note:** The above list serves only as a guideline of what is required by g-Fleet Management and will be used for comparative reasons only. The final menu proposals will be reviewed and agreed between g-Fleet Management and the successful bidder.

#### 4.2 For The Catering Services

Provision of the following services on an "as and when" required basis:

<b>4.2.1</b>	<b>SCOPE OF SERVICE:</b>
	<p>Provision of snacks, drinks and beverages for internal meetings, according to the following set menu options:</p> <ul style="list-style-type: none"> <li>o <b>Option 1:</b> Tea/ Coffee/ Water (minimum lead time of 1 working hour)</li> <li>o <b>Option 2:</b> Tea/ Coffee/ Water/ Biscuits (minimum lead time of 1 working hour)</li> <li>o <b>Option 3:</b> Tea/ Coffee/ Water/ Sandwiches (minimum lead time of 4 working hours)</li> <li>o <b>Option 4:</b> Tea/ Coffee/ Water/ Pastries (minimum lead time of 4 working hours)</li> <li>o <b>Option 5:</b> Tea/ Coffee/ Water/ Cold drinks/ Finger lunch (minimum lead time of 12 working hours)</li> <li>o <b>Option 6:</b> Tea/ Coffee/ Water/ Cold drinks/ Executive Finger lunch (minimum lead time of 12 working hours)</li> </ul>

## 5. ADDITIONAL GENERAL CONDITIONS

<b>5.1</b>	<b>PREPARATION AND STANDARDS:</b>
5.1.1	The quality of food served must be in line with all the acceptable food industry standards and be in compliance with all the applicable Laws, Rules and Regulations.
5.1.2	The food preparation and serving methods and areas must meet all applicable hygiene standards to avoid any health hazards.
5.1.3	The meals/ beverages served must be of good, attractive and of high-quality standards prepared from fresh raw materials in a clean and hygienic manner.
5.1.4	The successful bidder will be responsible for general cleanliness of the operational areas at his/her own cost. The successful bidder will also be responsible for general
<b>5.2</b>	<b>STAFF:</b>
5.2.1	The successful bidder is to provide its own experienced management and staff and shall ensure that all staff is adequately trained and/or undergo training according to a suitable training program during the duration of the 3-year contract.
5.2.2	The staff employed by the successful bidder must be neatly dressed in appropriate uniform, taking into consideration food health and safety, supplied by their employer, so that the staff can be clearly identifiable when on duty. g-Fleet Management reserves <b><i>the right to order the immediate removal of a staff</i></b>
5.2.3	The successful bidder shall at his/ her own expense ensure that all staff is medically examined bi-annually. These bi-annual certificates must be submitted to g-Fleet Management representative on the dates as mutually agreed upon on awarding of the
5.2.4	The successful bidder is to submit training and medical fitness certificates from Department of health within 14 days after the award of the tender. All personnel of the successful bidder must be free from any contagious and/infectious diseases while at the premises providing the service.
5.2.5	The successful bidder shall ensure that all the catering staff is at all times clean and presentable. <b>HYGIENE IS OF THE UTMOST IMPORTANCE.</b> Frequent inspections will be carried out by g-Fleet Management Wellness unit.
5.2.6	The successful bidder should provide all staff with adequate and appropriate Personal Protective Equipment (PPE) to be worn at all times when delivering the
5.2.7	The successful bidder must ensure that his/her personnel at g-Fleet Management site are earning at a minimum wage as prescribed by law
<b>5.3</b>	<b>INDUSTRIAL RELATIONS:</b>
5.3.1	The successful bidder must comply with all relevant employment legislations. The successful bidder must submit proof with his or her tender that his or her personnel are paid wages, as a minimum, in line with the Hospitality Sector
<b>5.4</b>	<b>MANAGEMENT OF THE FACILITIES:</b>
5.4.1	g-Fleet Management facilities management services will manage the facilities and monitor the prices charged by the successful bidder.
5.4.2	The bidders must submit a plan of the proposed alterations to the premises. It is important to note that the cost of these alterations and any improvements will be for the cost of the successful bidder. Fixed improvements will become g-Fleet Management's property unless otherwise agreed in writing between the parties.
5.4.3	All furniture and fittings added by the successful bidder must be of the same or better quality and aesthetics compliment the rest of g-Fleet Management's
5.4.4	The successful bidder will be responsible for repairs to their equipment that in use on the premises. g-Fleet Management will only be responsible for its equipment in
5.4.5	The successful bidder shall provide adequate equipment, cutlery and crockery to serve the target population as indicated by g-Fleet Management.
<b>5.5</b>	<b>OFF-SITE PREPARATION FACILITY:</b>

5.5.1	g-Fleet Management reserves the right to inspect the off-site preparation facility of the successful bidder on a regular basis, without prior notice.
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## 6. SECURITY AND VETTING

It is the responsibility of the successful bidder to ensure that g-Fleet Management be informed of the appointment of new staff throughout the contract period, to ensure vetting is done timeously.

The successful bidder's staff shall be required to conform to the security regulations applicable to the staff of g-Fleet Management. g-Fleet Management shall provide details of its security processes and procedures to the successful bidder on commencement of the contract.

The staff will be required to be registered for biometric access to g-Fleet Management premises and buildings.

## 7. CONTRACT PERIOD

The successful service provider/s will be appointed for a period of three, (3) years.

## 8. PRICING FOR THE CANTEEN SERVICES

The services rendered will be for the successful bidders' own account, taking responsibility for all risks including profit/loss, stock and cash control. The prices of the items offered are to be canteen market related prices as g-Fleet Management provides the canteen facilities.

For evaluation purposes bidders are required to provide detailed pricing using the format provided in the Pricing Schedule. A pricing schedule sheet is attached as Annexure A of this RFP.

Total contract pricing broken down by component as per the Pricing Schedule and including line items. Fixed pricing for each section as defined in this document.

Prices offered shall remain fixed for a year and reviewed annually.

## 9. ANNEXURES

### 9.1 Costing Model included with this RFP: Annexures

Service providers must provide detailed costing comprising of:

- Annexure A – A detailed cost breakdown
- Annexure B – Meals supplied

#### **Costing:**

- Annexure C – EHS Compliance
- Annexure D – Previous and Current

#### **Projects:**

- Annexure E – Staff Compliment and Training

## **10. KEY PERFORMANCE AREA EVALUATION (KPAS) FOR SUPPLIER RELATIONSHIP MANAGEMENT (SRM).**

**10.1g-FleeT Management** will develop a **Service Level Agreements** for the purpose of Performance Management, where the Service Provider will be evaluated against on a quarterly, bi-annual and annual basis. The key performance will range from 1 – 5 in that 1 (reflects as poor) and maximum of 5 (reflects as excellent) details will be defined during contract stage.

**10.2** The following KPI's will be used to evaluate the performance of the service provider:

**10.2.1** Attendance of scheduled meetings.

**10.2.2** Monthly report must be submitted by the end of each month.

**10.2.3** Complaints laid during the month are attended to and resolved timeously.

**10.2.4** Incidents reporting turnaround time (report same day, preliminary report within 24hrs, final report at completion of investigation).

**10.2.5** Submission of safe fat waste disposal certificate

### **10.2.6 Canteens operational times**

Monday to Friday, excluding weekends  
public holidays.

- Breakfast is served from 07:00 until 10:30

- Lunch is served from 12:00 until 15:00 (seated and take-away).

- Health Bar operates from 07:00 until 15:00

- Coffee Bar operates from 07:00 until 15:00

### **10.2.7 Variety of meals**

**10.2.7.1** A variety of full breakfast items, hot and cold beverages, breads, croissants, pastries as well as a variety of fresh fruits and yoghurts are served daily.

**10.2.7.2** Buffet style lunches with meal/s of the day. A variety of "À la carte" options which can include but not be limited to warm dishes, soups and sandwiches (burger type, toasted, plain or open sandwiches) are served daily.

### **10.2.8 Food Safety and Quality Standards**

**10.2.8.1** The quality of foods served is in line with all the acceptable food industry standards and complies with all the applicable Laws, Rules and Regulations.

**10.2.8.2** The meals/ beverages served are of good, attractive and of high-quality standards prepared from fresh raw materials in a clean and hygienic manner.

**10.2.8.3** The food preparation and serving methods and areas must meet all applicable hygiene standards to avoid any health hazards.

**10.2.8.4** General adherence to Health and Safety Standards.

- 10.2.9 Supply of plastic cutlery and adequate packaging with take-away meals.
- 10.2.10 Provision of adequate equipment, cutlery, and crockery for function catering and for seat-in diners
- 10.2.11 Timeous reporting of required maintenance and repairs to the facilities and equipment through maintenance (provide SAP report no.)
- 10.2.12 Prices remain firm and standardised for the agreed duration and are not unilaterally changed.

Overall Management and Supervision (documented meetings sent to g-FleeT Management, return of phone calls & emails, response to queries).

## 11. TENDER RESPONSE FORMAT

Bidders are requested to respond to the tender in the following formats:

### 11.1 Technical Response

A point-by-point response is required, i.e. a comment for each point or paragraph that is associated with the numbering should be made.

The response to technical requirements must state "Comply" or "Non-Comply." The vendor must further specify how the system/product meets or differs, for each aspect as stated below, including references or supporting information to clarify the response. A mere "Comply" or "Partially Comply" statement or no response, without detail shall be seen as "non-compliant" and will be scored as such.

### 11.2 Pricing Breakdown Model

- 11.2.1 All goods or services must be specified, broken down into individual elements on a Bill of Materials (BOM) and the pricing of each, specified on hard copy (paper copy) and in soft copy (Excel format).
- 11.2.2 Bidders must provide a detailed cost breakdown by pricing all items for the delivery of **a total solution** as per the specification. All deviations should be stipulated as options with the indicative unit prices.
- 11.2.3 Supplier must provide the product specifications of the product or service of the items priced.
- 11.2.4 Bidders must submit unit and total pricing in SA Rands (Excluding VAT).

## 12. EVALUATION CRITERIA

Bidders should note that only bidders who submitted the **Mandatory** valid documents of the bid shall be evaluated further for Functionality (where indicated), Price and Specific Goals

Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect g-FleeT Management's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

During the evaluation process, g-Fleet Management may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team.

### 12.1 Functionality Evaluation

The evaluation is based on functionality, which will be evaluated using the following criteria and points:

- 12.1.1 The tender submission will be technically evaluated out of **75** points.
- 12.1.2 A minimum threshold of **75** out of a maximum of **100** has been set.
- 12.1.3 All bidders achieving less than the set threshold will be declared non-responsive and will be eliminated from further evaluation, Site Inspection.
- 12.1.4 A minimum threshold of **75** out of a maximum of **100** has been set for site inspection.
- 12.1.5 All bidders achieving less than the set threshold will be declared non-responsive and will be eliminated from further evaluation, Price and Specific Goals.
- 12.1.6 g-Fleet Management further reserve the right not to award this RFP to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within g-Fleet Management.

### 12.2 Functionality Evaluation:

Evaluation area	Evaluation Criteria	Min Points	Max Points
<b>Companies Previous Track record</b> in operating a Canteen or food outlet or catering services.	<p>The bidder to submit valid reference letters of successfully completed canteen services or food outlet projects from previous clients. Valid Reference must be on a client letterhead and duly signed with contact details (telephone numbers/email address). Serving an average of 150 cooked meals daily.</p> <p>A minimum of 3 valid reference letters with similar services must be provided for projects delivered within the past five years.</p> <ul style="list-style-type: none"> <li>• More than 3 valid reference letters = <b>30 points</b></li> <li>• 3 valid reference letters = <b>20 points</b></li> <li>• Less than 3 references = <b>0 points</b></li> </ul>	20	30
<b>Companies Previous Experience</b> in operating Canteen or food outlet or catering services.	<p>Provide a company <b>profile demonstrating a minimum of 3 years' experience</b> in operating a Canteen or food outlet or catering services.</p> <p><b>Experience in years</b></p> <ul style="list-style-type: none"> <li>• &lt; 3 years' experience = <b>(0 points)</b></li> <li>• 3 years' experience = <b>(15 points)</b></li> <li>• 4 years' experience = <b>(20 points)</b></li> <li>• Over 5 years' experience = <b>(30 points)</b></li> </ul>	15	30



<b>Profile of Staff</b>	<p>Bidder to submit CVs of staff that will be handling g-FleeT Management project with a minimum of <b>three (3)</b> years' experience (no submission of CVs with relevant experience will amount to zero)</p> <ul style="list-style-type: none"> <li>• On- site experience – Chef <b>(10 points)</b></li> <li>• On- site experience – Site manager <b>(5 points)</b></li> <li>• On-site experience – Cook <b>(5 points)</b></li> <li>• On-site experience – First aider <b>(5 points)</b></li> </ul> <p><b>Bidder required to comply with all of the above requirements, failure to comply the bidder will score zero.</b></p>	<b>25</b>	<b>25</b>
<b>SAMPLE</b> of Disposal Certificate of Fatty Waste	Provide a copy of a safe disposal certificate for Fatty waste, from previous disposal as a sample <b>(15 Points)</b>	<b>15</b>	<b>15</b>
<b>TOTAL Points</b>		<b>75</b>	<b>100</b>

**Note: g-FleeT Management reserve the right to verify the information provided on the reference letters and any misrepresentation will lead to elimination from the bid process.**

Bidders who obtain less than **75 points out of 100 points** will be disqualified and will be eliminated from further evaluation for Site Inspection.

**PRICE AND PREFERENCE POINT SYSTEM EVALUATION:**

In terms of Preferential Procurement Regulation of 2022, the entity will be applying the 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 will be allocated for the Specific Goals specified in this tender.

AREA POINTS	POINTS (80/20)
Price	80
Preference Point – Specific Goals	20
Total points for Price and Preference Points	100

**Specific Goals Requirements:**

To qualify for Specific Goal points, Bidders must provide evidence of ownership of 51% or more per the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference Points.



**Bidders who fail to submit valid B-BBEE credentials will forfeit their preference points.**

<b>SPECIFIC GOALS</b>	<b>PROOF OF EVIDENCE</b>	<b>POINTS (20)</b>
HDI	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1
Woman	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women to claim points.	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by youth and copies of Identity Documents for Directors to claim points.	5
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	3
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & taxes invoice or statement not older than three (3) months in the name of the Bidder or proof of lease agreement in the name of the Lessee signed by both parties.	2
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	2

**Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims.**

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- The Entity is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.

**NB:** The submission of a fraudulent B-BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.

**Bidders should note the following:**

- Functionality will be scored out of 100 points.
- Where the proposed prices of critical materials to be supplied to the Entity are considerably less than the expected market price or rates, the Entity reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- Potential suppliers must note that in terms of Entity policy, the Entity reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is 120 days (excluding public holidays) However, the Entity reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Entity. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Entity will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.

**NB: Potential suppliers must note that in terms of entity policy, the Entity reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.**

**Correspondence**

- For the availability of the bid document and technical specification enquiries contact the following e-mail @ [Thulani.mkwanazi@gauteng.gov.za](mailto:Thulani.mkwanazi@gauteng.gov.za)
- Closing date for enquires:
- Bidders to expect responses within 7 days of this closing date.
- Bidders must regularly check, e-tender portal for publication of responses and other communication.

**OR Alternatively**

Prospective bidders can download and print their own version of the tender document by accessing the eTender Publication Portal website ([www.etenders.gov.za](http://www.etenders.gov.za)). Bidders are advised to ensure that all tender documents are properly bound upon submission on the closing date. Late bids (bids submitted after the closing date and time) will NOT be accepted. Bidders who opt to download the tender document from the above designated website will not be require to pay a R500 fee.

**Bid Submission**

Electronic submission of bids will **NOT** be accepted.  
Telegraphic, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted.  
Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents.  
The Entity reserves the right to cancel **OR** not to award this tender to any party.

**Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the Customer Service Centre (CSC), at 76 Boeing Road East, Bedfordview, by no later than 11h00 on the closing date indicated above.**

### 12.3 SITE INSPECTION

As part of the evaluation process, g-Fleet Management reserves the right to inspect all prospective bidders' off-site preparation facilities. The address to be provided with this tender submission.

g-Fleet Management will have site inspections of bidders' operational sites/clients. Each point will be evaluated.

<b>Rating Descriptor</b>	<b>Description</b>
1. <b>Unsatisfactory</b>	Rarely meets expectations.
2. <b>Needs Improvement</b>	Partially meets expectations by showing noticeable gaps or inconsistencies.
3. <b>Satisfactory</b>	Meets expectations
4. <b>Good</b>	Exceeds expectations.
5. <b>Excellent</b>	Exceptionally exceeds expectations.



Evaluation Area	Evaluation Criteria	Max Points
Food Offerings	<ul style="list-style-type: none"> <li>• Presentation of meal on a plate = <b>(Scale of 1-5)</b></li> <li>• Quality of food in terms of freshness = <b>(Scale of 1-5)</b> •</li> <li>• Quality of food in terms of taste = <b>(Scale of 1-5)</b></li> <li>• Presentation and display of meals at serving points= <b>(Scale of 1-5)</b></li> <li>• All food stock must not have reached Expiry dates = <b>(Scale of 1-5)</b></li> </ul>	25
The staff	<ul style="list-style-type: none"> <li>• PPE (Safety Shoes, Head Covers, gloves, Aprons) = <b>(5 points)</b></li> <li>• Full uniform with company identification = <b>(5 points)</b></li> <li>• General cleanliness of the staff (Fingernails, Jewellery) = <b>(Scale of 1-5)</b></li> </ul>	15
Health and Safety	<ul style="list-style-type: none"> <li>• Storage of Chemicals in line with Health and Safety Act. = <b>(5 points)</b></li> <li>• Availability of Hand Sanitisers = <b>(5 points)</b> •</li> <li>• Fully equipped First Aid Kit/Box = <b>(5 points)</b></li> <li>• First Aider, Safety Representative and Fire marshal = <b>(5 points)</b></li> <li>• Fumigation register = <b>(5 points)</b></li> <li>• Inspection of Health and Safety file (including food handlers' medical certificate) = <b>(5 points)</b></li> </ul>	30
License	<ul style="list-style-type: none"> <li>• Certificate of Compliance in the Canteen or Food outlet</li> </ul>	20
Facilities	<ul style="list-style-type: none"> <li>• General cleanliness of current facilities (Sanitisation of work surfaces, kitchen floors, dining areas) = <b>(Scale of 1-5)</b></li> <li>• General cleanliness of the equipment (utensils, storage) = <b>(Scale of 1-5)</b></li> </ul>	10
<b>Total</b>		<b>100</b>

***Bidders' operational offices that will be considered for site inspection evaluation must be in the Gauteng Province. Bidders whose operational offices are outside the stipulated province will not qualify for site inspection and will not be considered any further in the process.***

Bidders who obtain less than threshold of **80 points out of 100 points** will be disqualified and will be eliminated from further evaluation for Price and Specific Goals.



#### 12.4 Price and Specific Goals: Phase Four

The bid responses will be evaluated on the 80/20 system. Bidders are to provide detailed breakdown of all direct and indirect costs associated with the contract, including license fees if any.

#### 12.5 Financial Stability

The financial stability evaluation is used to assess the financial risk of the shortlisted bidders.

#### FINANCIAL STABILITY

***Respondents are required to submit their audited financial statements for the past 3 years with their Proposal/Bid in order to enable g-Fleet Management to establish financial stability as follows:-***

Area	Assessment Criteria
Financial Due Diligence	Bidders' financial due diligence will be assessed based on submitted audited financial statements using financial ratios, where applicable.

#### 12.6 Objective Criteria

- 12.6.1 g-Fleet Management reserve the right not to consider proposals from bidders who are currently in litigation with g-Fleet Management.
- 12.6.2 g-Fleet Management further reserve the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within g-Fleet Management.
- 12.6.3 Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.

**END OF DOCUMENT E**



**DOCUMENT F**

**CONFIDENTIALITY**

All information related to this bid both during and after completion is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from the service which is either directly or indirectly related to g-FleeT Management, written approval to divulge such information will have to be obtained from g-FleeT Management.

The bidders must ensure that confidential information is: maintained confidential; not disclosed to or used by any unauthorised person; so as to prevent any disclosure or unauthorised use with at least the standard of care that bidders maintain to protect their own confidential information; only used for the purpose of considering and responding to this RFP; and not reproduced in any form except as required for the purpose of considering and responding to this bid. Bidders must ensure that: access to confidential information is only given to those of its partners, officers, employees and advisers who require access for the purpose of considering and responding to this RFP; and those partners, officers, employee and advisers are informed of the confidential information section and keep that information confidential. This bid remains at all times the property of g-FleeT Management. No rights other than as provided in this bid and in respect of the confidential information are granted or conveyed to bidder/s

NAME OF BIDDER: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Bidder's contact person:

Name : \_\_\_\_\_

Telephone : \_\_\_\_\_

Mobile : \_\_\_\_\_

Fax.: \_\_\_\_\_

E-mail address : \_\_\_\_\_

**END OF DOCUMENT F**



**DOCUMENT G**

**SBD 6.1**

**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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

**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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



- 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:

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

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:

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

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 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 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 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 the 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 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.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	1	
BEE Points (Levels 1 – 4)	2	
Gender	7	
People with Disability	3	
Youth	5	
Township (RDP)	2	

**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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



**DOCUMENT H**

**ACCEPTANCE OF CONDITIONS OF BID**

By signing the BID document, the Bidder is deemed to acknowledge and accept that all the conditions governing this BID, including those contained in any printed form stated to form part thereof and g-Fleet Management will recognize no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating bided prices or otherwise.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025

NAME OF COMPANY \_\_\_\_\_

NAME OF THE SIGNATORY (IES) \_\_\_\_\_

CAPACITY: \_\_\_\_\_

Are you authorised to sign on behalf of the company (YES/NO) \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_ BIDDER

**END OF DOCUMENT H**



# INTEGRITY PACT FOR BUSINESSES

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## **6. REPUTATION**

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

**7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT**

7.1 The value system of the Gauteng City Region is shown below:

<b>GAUTENG CITY REGION VALUES SYSTEM</b>	
<b>CORE VALUES</b>	<b>ETHICAL VALUES</b>
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

**8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT**

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

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<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the

Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## **11. CONFLICT OF INTEREST**

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## **12. LEGAL ACTIONS**

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **13. VALIDITY**

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**GPG INTEGRITY PACT FOR BUSINESSES**

<b>BIDDER/SUPPLIER/SERVICE PROVIDER</b>	
<b>Signature of the CEO</b>	
<b>Full name of the CEO</b>	
<b>Tender number</b>	
<b>Date</b>	