

# **Request for Proposal**

# Request for Proposal (RFP) for the provision of Canteen and Catering Services to the CSIR Pretoria campus for a period of 3 years

# RFP No. 3537/13/09/2022

Date of Issue	Tuesday, 23 August 2022 Date: Tuesday, 30 Augus	
Compulsory briefing and site inspection session	Time: 9H00  Venue: CSIR Pretoria Campus, Building 44	
Last date for submission of queries	Date: Tuesday, 6 September 2022	
Closing Date and Time	Date: Tuesday, 13 September 2022 Time: 16H30	
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za
CSIR business hours	08h00 - 16h30	
Category	Professional Services	

# **TABLE OF CONTENTS**

1	INTRODUCTION	4
2	BACKGROUND	4
3	INVITATION FOR PROPOSAL	5
4	PROPOSAL SPECIFICATION	5
5	CANTEEN AND CATERING SERVICES SCOPE OF WORKS	6
6	SPECIFIC TERMS AND CONDITIONS	8
7	CONTRACTOR'S OBLIGATIONS	10
8	PERFORMANCE MANAGEMENT	12
9	EVALUATION	13
10	NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTI	RATION
		16
SECT	ION B – TERMS AND CONDITIONS	17
11	BRIEFING SESSION PROTOCOL	17
12	PROCEDURE FOR SUBMISSION OF PROPOSALS	18
13	TENDER PROGRAMME	18
14	SUBMISSION OF PROPOSALS	18
15	DEADLINE FOR SUBMISSION	19
16	AWARDING OF TENDERS	19
17	EVALUATION PROCESS	19
18	PRICING PROPOSAL	20
19	VALIDITY PERIOD OF PROPOSAL	20
20	APPOINTMENT OF SERVICE PROVIDER	21

21	ENQUIRIES AND CONTACT WITH THE CSIR	21
22	MEDIUM OF COMMUNICATION	21
23	COST OF PROPOSAL	21
24	CORRECTNESS OF RESPONSES	21
25	VERIFICATION OF DOCUMENTS	22
26	SUB-CONTRACTING	22
27	ENGAGEMENT OF CONSULTANTS	22
28	TRAVEL EXPENSES	22
29	ADDITIONAL TERMS AND CONDITIONS	23
30	THE CSIR RESERVES THE RIGHT TO	23
31	DISCLAIMER	24
RETU	RNABLE CHECKLIST	25
32	ANNEXURE A – FUNCTIONAL EVALUATION SCORING SHEET	26
33	ANNEXURE B – INSURANCE COVER	30
34	ANNEXURE C – PRICE SCHEDULE AND FINANCIAL PLAN	31
35	ANNEXURE D – DECLARATION BY TENDERER	32
36	ANNEXURE E – INVITATION TO BID, SBD 1	33
37	ANNEXURE F – STANDARD BIDDING DOCUMENT, SBD 4	34
38	ANNEXURE G - SITE SHEQ FILE CONTENT	35

### SECTION A - TECHNICAL INFORMATION

### 1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

### 2 BACKGROUND

The CSIR has a workforce of  $\pm$  2000 employees as well as multitude of tenants based in its main Scientia campus, in Pretoria. There is a fully equipped cafeteria in Building 44 that forms the basis of this RFP. Although the facility is located on the southern side of the campus it is accessible to all. There are plans in place to have a number of small complementary food service providers operating in the northern part of the campus, collectively providing food services to the entire campus. The food Service Providers contracts will all be managed by the CSIR Facilities Management & Security Services Portfolio.

We view the dining facility as an extension of our company-wide employee wellness program and providing a variety of tasteful menu options accompanied by as much nutritional information as possible is our goal. Local sustainability is also important and encouraged. These views inform our priority to partner with a suitably qualified food Service Provider that has demonstrated success balancing food costs with ecological responsibility and nutritional value.

The CSIR's workforce, tenants, contractors and visitors are culturally and socio-economically diverse and have a range of dietary needs and preferences. We therefore prefer our food offerings to reflect that diversity with a variety of choices.

Our goal is to partner with a Service Provider that can help us increase food service participation, and support corporate initiatives to promote healthy lifestyles and sustainable

practices. The successful bidder will be expected to provide breakfast and lunch on a daily basis during CSIR official business hours as well as catering services as needed with offerings that include a variety of nutritious choices and local cuisines made with local ingredients where possible. The services rendered will be for the Service Provider's <u>own</u> account, taking responsibility for all risks including profit/loss, stock and cash control (**no subsidy or management fee payable**).

### 3 INVITATION FOR PROPOSAL

Proposals are hereby invited from suitably qualified Service Providers for the provision and management of onsite sit-down and take-away canteen services which provides meals and refreshments for all working at or visiting the CSIR's main Scientia campus in Pretoria, Gauteng for a period of three (3) years. This also includes catering services in various buildings as and when required by the CSIR.

### 4 PROPOSAL SPECIFICATION

Proposals are hereby invited from suitably qualified Service Providers for the provision and management of onsite sit-down and take-away canteen services which provides meals and refreshments for all working at or visiting the CSIR's main Scientia campus in Pretoria, Gauteng for a period of three (3) years. This also includes catering services in various buildings as and when required by the CSIR.

### 4.1 **Technical Proposal**

The following must be submitted as part of the **technical** proposal:

- Covering letter on company letterhead
- A minimum of three (3) contactable reference letters for work completed between 2015 and 2022 from previous clients
- A detailed CV of the Operations Manager to be assigned to the CSIR Pretoria campus clearly indicating experience in canteen and catering services
- Detailed methodology and approach indicating how the bidder will implement and execute the scope of work as required by the CSIR

# 4.2 Financial Proposal

The following must be submitted as part of the **financial** proposal:

- Cover Letter
- Completed price proposal, Annexure C
- Financial plan / capacity of how the contract will be executed
- Copy of valid B-BBEE certificate or valid Affidavit
- CSD registration report (RSA suppliers only)

# 4.3 Mandatory Documents / Returnable Documents

The following must be submitted as part of the mandatory requirements:

- A valid letter of good standing from the Department of Employment and Labour Compensation Fund (COIDA) and/or any other private insurer
- Provide proof of valid public liability cover of a minimum of R 5 000 000.00 an approved or a letter of intent issued by Insurance Firm
- A valid Bank rating letter / certificate
- Completed and Signed Bidder Declaration Form, Annexure D
- Completed and signed SBD 1 Form, Annexure E
- Completed and signed SBD 4 Form, Annexure F

### 5 CANTEEN AND CATERING SERVICES SCOPE OF WORKS

A Service Level Agreement will be entered into with the successful bidder, which will also include performance measurement scorecard and management tools to be adhered to in order to ensure efficient performance of the contract.

This Scope of Work is subject to all conditions and requirements as stated in this section of this document as well as any other accompanying documents in this pack and shall be undertaken in the manner stated herein as well as the Service Level Agreement.

CSIR's business hours are from 08h00 to 16h30, Monday to Friday.

# 5.1 The provision of services:

- 5.1.1 This is an all-inclusive canteen and catering service providing basic meals (breakfast and lunch, cooked and fast foods), non-alcoholic beverages, snacks and other items on a daily basis to on-site personnel, visitors, tenants and contractors.
- 5.1.2 This facility will be operated and managed on a full risk (no subsidy or management fee payable by the CSIR) basis. A minimal service fee will be payable by the Service Provider and discussed at contract negotiation.
- 5.1.3 The contract will make provision for:
  - a) Canteen services
  - b) Catering Services
  - c) Maintenance of own equipment (CSIR owned equipment to be maintained by the CSIR on a fair wear and tear basis).

# 5.2 The canteen and catering services should offer the following:

- 5.2.1. Breakfast in the morning (07h00 10h00)
- 5.2.2. Lunch (12h00 14h00)
- 5.2.3. Provide a 'Meal-of-the day'
- 5.2.4. A small menu, varied on a regular basis, consisting of stylish light lunches
- 5.2.5. Halaal, vegetarian and kosher alternatives should always be accommodated on the menu on request
- 5.2.6. Pastries/light snacks for teatime/meetings on request
- 5.2.7. Quality and variety of hot and cold beverages (excluding alcoholic beverages)
- 5.2.8. Convenience food available during the day
- 5.2.9. Provide a catering service for internal meetings and ad-hoc functions on request. However, this will not prohibit service receivers from making use of external service providers for catering services relating to internal meetings and ad-hoc functions, although such practice shall not be promoted.

### 5.3 The Preferred Service Provider must:

- 5.3.1 Provide catering services for meetings and functions in line with customer requirements which will be done on a pre-order only
- 5.3.2 Be prepared to cater for all dietary preferences with valid certification such as Certificate of Acceptability for Food Premises from respective authorities where applicable

- 5.3.3 Ensure that the quality of food prepared adheres to acceptable food industry standards and is prepared in a clean and hygienic manner in accordance with all health and safety regulations
- 5.3.4 Provide adequate catering equipment, cutlery and crockery as required
- 5.3.5 Serve takeaway meals in packaging appropriate for a microwave
- 5.3.6 Price each category and indicate the price per category from the meal table below, the proposed rates must be valid for 12 months after the date of submission
- 5.3.7 Deliver the services within a reasonable time frame as agreed in the Service Level Agreement
- 5.3.8 Provide a variety of menu options as per agreed menu cycles
- 5.3.9 Shortlisted candidates will be subjected to hosting and food tasting as part of the selection criteria

### 5.4 Compliance with SHE requirements

The service provider shall, at all times, comply with Safety, Health and Environmental requirements of the CSIR during the performance of their contract as per Annexure F, Site SHEQ file content.

### 6 SPECIFIC TERMS AND CONDITIONS

# 6.1. The Service Provider is required to:

- 6.1.1 Ensure compliance with their tax obligations for the duration of the contract.
- 6.1.2 Comply with all relevant employment legislations, applicable bargaining council agreements (including UIF, PAYE, etc.).
- 6.1.3 Comply with the Occupational Health and Safety Regulation Act and applicable standards and requirements (e.g., prior to operations, ensure availability of risk assessment, COVID-19 response plans, training of staff on their duties and risks applicable in their environment, appoint and train key staff who will perform safety, health and environmental roles, etc).
- 6.1.4 Comply with the requirements of "Regulation 638" of the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and obtain Certificate of Acceptability (CoA) for food premises prior to operations.
- 6.1.5 Ensure adequate food safety and hygiene standards are maintained at all times.
- 6.1.6 Appoint a key person who will be responsible for the implementation, management and coordination of the agreement between the CSIR and the service provider.

- 6.1.7 Conduct business in a courteous and professional manner.
- 6.1.8 Ensure that all personnel working under this contract are in good health and pose no risk to any of CSIR's employees, visitors, contractors and tenants (documentary evidence of conformance –e.g., periodic medical surveillance records etc. to be availed as and when required by the CSIR or any other authority acting on its instruction).
- 6.1.9 Ensure operational risk assessment is conducted and appropriate mitigating actions are put in place prior to the commencement of operations.
- 6.1.10 Ensure that all personnel working under this contract are adequately trained prior to the commencement of operations (competency training, firefighting, and first aider training). Documentary evidence of staff competence to be availed as and when required by the CSIR or any other authority acting on its instruction.
- 6.1.11 Comply with the CSIR security and emergency policies, procedures and regulations (The staff shall be subjected to a security audit performed by CSIR).
- 6.1.12 Ensure that all work performed, and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any other applicable standards, by-laws and regulations promulgated in terms of this Act and the standard instructions of the CSIR.
- 6.1.13 Maintain its equipment in good order so as to comply with the CSIR's occupational health and safety standards.
- 6.1.14 Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified from other Service Providers, CSIR personnel, etc. The CSIR reserves the right to order the immediate removal of a staff member that does not adhere to CSIR rules.
- 6.1.15 Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are in an acceptable condition for the type of environment being used in and worn at all times.
- 6.1.16 Ensure that the CSIR is informed of any removal and replacement of personnel. For security reasons, the CSIR reserves the right to conduct security screening and vetting of all personnel working under this contract.
- 6.1.17 Take reasonable care of CSIR owned equipment and facilities.
- 6.1.18 Provide an on-site manager/ supervisor, available at all times.
- 6.1.19 Issue and circulate weekly and/or daily menus to CSIR employees.

### 6.2. The CSIR shall:

- 6.2.1 Conduct business in a courteous and professional manner with the Service Provider.
- 6.2.2 Provide appropriate information as and when required and only in situations where it is required by the Service Provider to fulfil their duties.
- 6.2.3 Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
- 6.2.4 Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 6.2.5 Provide a fully fitted kitchen and a storage facility for equipment and materials in Building 44.
- 6.2.6 Shall provide or make available to the service provider:
  - a) Electricity
  - b) Water points
  - c) Geyser
  - d) Refrigeration
  - e) Equipment list and signed schedule as per finished build

# 7 CONTRACTOR'S OBLIGATIONS

# 7.1 Safety, Health and Environment (SHE) requirements

The service provider shall comply with Safety, Health and Environmental requirements of the CSIR during the performance of their contract as per Annexure G, Site SHEQ file content.

The service provider shall ensure that personnel to be assigned for this contract are adequately trained on material and equipment safety in respect of their duties. Refresher and outlined training and development programmes should be held on a continuous basis and proof of participation provided to the CSIR.

The service provider shall provide their staff with relevant Personal Protective Equipment (PPE) in a form of uniform with name tags, for efficient performance of their duties.

All safety equipment, PPE, Chemicals etc. shall be approved according to the legislated industry standards, thus SABS.

# 7.2 Security and Identification

The CSIR will issue the service providers' personnel with personal identification cards provided the service provider can provide proof that the assigned personnel are under their employ. The costs for the CSIR identification cards will be carried by the service provider.

It is the responsibility of the service provider to ensure that proper identification of their staff in their company's uniform is provided.

The successful bidder will be required to conduct background checks and proper vetting of the personnel to be assigned for this contract, then provide evidence of such reports to the CSIR.

The service providers' personnel will be required to at all times wear their uniforms to be supplied by the service provider, at their cost, bearing the name and logo of the service provider.

### 7.3 Medical Fitness

The Contractor shall ensure that all the workers are certified medically fit by a registered Occupational Health Nursing Practitioner. The service providers personnel must be covered for health insurance purposes and such cover will be at the service provider's cost.

### 7.4 First Aid

- The service provider shall be responsible for the provision and replenishing of first aid boxes, which shall be under the control of a trained first aid provider.
- In cases of emergency, the supervisor on site shall refer the incident to the on-site clinic to assess the situation or assistance.

### 7.5 Fair Labour Practice

The service provider is expected to comply with all Department of Employment and Labour legislation, Codes of Conduct and Fair Labour Practices.

### 7.6 Insurance

The service provider is required to have Public Liability Insurance to the value of R5 million CSIR RFP No. 3537/13/09/2022 Page 11 of 35

and/ or above. Proof to be submitted with Bid.

### 7.7 Relief Staff

- The service provider will provide relief-staff, in the event of labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave provided that CSIR's Contract Manager is given reasonable notice and details of this.
- The service provider will bear all costs related to the provision of relief staff.

# 7.8 Contract Management

- The Operations Manager, deployed at CSIR Pretoria Campus as point of contact with the CSIR Contract Manager for all service requests and ensuring compliance with service level agreements
- Prepare and submit a consolidated monthly canteen and catering report with performance measurement scorecard to CSIR Contract Manager and Supervisor: Estate Management
- Attend to quarterly contract performance review meetings, ensure remedial actions are implemented and improved contractor performance.

### 8 PERFORMANCE MANAGEMENT

### 8.1 Supervision

The service provider will:

- At all times during the rendering of the contracted services ensure strict and effective supervision of the work and of its employees.
- At all times respond to the reasonable instructions or requests of the CSIR Contract Manager and Supervisor: Estate Management.
- Furnish CSIR Contract Manager with a monthly meal plan/schedule.
- Furnish CSIR Contract Manager and Supervisor: Estate Management with a monthly report stating services delivered as well as progress made in implementation of the plan/schedule furnished to CSIR.
- Furnish CSIR with plans to deliver on undelivered services and reasons for omitted services
  as part of the monthly report. Plans to prevent reoccurrences will also be part of the report.

 Attend to quarterly contract performance review meetings, ensure remedial actions are implemented and improved contractor performance.

### 8.2 Control of Works

- The service provider shall be responsible to provide records for services rendered, consumables used, equipment and any applications it may deem necessary for the execution of the service. This shall form part of the monthly reporting.
- The expected response time, upon request for services will be forty-eight (48) hours.

# 8.3 Service Level Agreement

- The service provider will sign a Service Level Agreement with the CSIR to ensure scope of
  work is achieved and continually monitor the quality of the catering and canteen service
  rendered through a performance measurement scorecard.
- Poor contractor performance, if not resolved timeously within stipulated time frames and to the satisfaction of CSIR management, could result in termination of the contract.

# 8.4 Complaints and Compliments Register

- A complaint and compliment register, in which complaints/compliments in respect of the service have been recorded, will be made available at an agreed point or points per building.
  - The supervisor will be required to check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most. Complaints will need to be resolved within 48 hours, will be registered in writing with the CSIR Contract Manager and Supervisor: Estate Management.
  - All complaints and compliments shall be included in the monthly performance report and performance measurement scorecard indicating the nature of the complaint and remedial actions implemented.
  - The Service Provider will be required to conduct the customer satisfaction surveys in consultation with the Contract Manager / Supervisor Estates on regular basis.

### 9 EVALUATIONS

CSIR will apply a multi-criteria approach in evaluating the prospective tenders.

### 9.1 ELIMINATION CRITERIA

Proposals will be eliminated under the following conditions:

- Bidders that submit late bids will not be considered
- Bidders that submit to the incorrect location or email address will be eliminated
- Bidders that are listed on the NT database of restricted suppliers will not be considered
- Bidders that are registered on the NT Register of Tender Defaulters will not be considered
- Bidders that do not submit a completed and duly signed Declaration by Tenderer Form,
   Annexure D
- Bidders that do not submit a fully completed and signed SBD 1 Form will not be considered, Annexure E
- Bidders that do not submit a fully completed and signed SBD 4 Form will not be considered, Annexure F
- Bidders that fail to submit proof of valid public liability insurance cover to a minimum of R5 Million
- Bidders that fail to submit proof of valid letter of good standing issued by the Department Employment and Labour, Compensation Fund or any other private insurer
- Bidders that fail to submit a bank rating letter / certificate

### 9.2 FUNCTIONAL EVALUATION

The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

#	Functional Evaluation Factors	Evaluation Criteria Description	Weighting (%)
1	Company Experience (profile)	<ul> <li>The bidder must demonstrate the company's relevant experience in providing similar catering and canteen services to commercial / corporate establishments.</li> <li>Performance of the bidder on past contracts and current contracts: The bidder must submit reference letters for current and similar contracts from key personnel managing the contracts.</li> <li>The bidder must provide a minimum of three (3) contactable reference letters from different service providers for rendering similar catering and canteen services to commercial/ corporate establishments between 2015 and 2022.</li> <li>Site visits and compulsory food tasting will be conducted for due diligence.</li> </ul>	20

		TOTAL	100
6	Staff Welfare	Promotion of Staff welfare (employee value proposition) and corporate social responsibility.	10
5	SHEQ Plan and Performance Report	SHE Plan within CSIR Pretoria site as guided by the SHEQ File Content (Annexure G).  SHE performance report between 2020 and 2022 indicating completed cases, pending cases and strategies implemented on the following:  Number of reportable incidents to external authorities i.e., Department of Employment and Labour, Compensation Commissioner etc  Number of non-disabling injuries  Number of environmental incidents  Number of property damage incidents  Number of near misses.	10
4	Management Plan (Methodology and Approach)	Management/ Operational Plan to include the following information:  • Executive Summary  • Business model  • Human Capital Plan  • Organizational structure indicating all relevant trades and qualifications  • Proposed staff rosters  • Implementation plan/ methodology to include but not limited to  • Proposed menu types and options  • Proposed menu cycles  • List of main suppliers  • Equipment required to run operations  • Settling-in plan  • High level food safety and hygiene plan  • Proposed cleaning schedules	30
3	Operations Manager  Financial Planning	<ul> <li>at the Scientia campus clearly indicating experience in canteen and catering services.</li> <li>Satisfactory Bank Rating and Financial plan with projections for 3 years, relevant to this tender that indicates the Tenderer's ability to run efficient operations at the same time delivering value to the CSIR.</li> </ul>	20
2	Experience of	The bidder must submit a detailed CV of the Project Manager, as a point of contact to the CSIR and deployed	

- Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 70% and less than 50% on any of the individual criteria will be eliminated from further evaluation.
- Refer to Annexure A for the scoring sheet that will be used to evaluate functionality.

# 10 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: <a href="www.csd.gov.za">www.csd.gov.za</a>;
- provide the CSIR of their CSD registration number; and
- provide the CSIR with a certified copy of their B-BBEE certificate. If no certificate can be provided, no points will be scored during the evaluation process. (RSA suppliers only).

# **SECTION B - TERMS AND CONDITIONS**

### 11 BRIEFING SESSION PROTOCOL

Please take note of the following Safety Protocols to follow when visiting the CSIR site for the briefing session/site inspection:

### a. Prior to site visit

- i) Only a maximum of two delegates from each company/bidder will be allowed on site.
- ii) Any special requests for Personal Protective Equipment relating to the area to be inspected must be stated upfront

### b. Entrance to a CSIR site

- All bidders/delegates must wear a cloth face mask on entrance and at all times during the site inspection
- ii) The Covid-19 self-screening questionnaire must be completed on the morning of entry to the site and a screenshot of the result must be shown to Security.
- iii) All delegates will subject to temperature screening at the gates using a non-contact temperature scanner and any person with a temperature of 38 C and above will not be allowed entry

### c. Conduct during site visit

- i) All Covid-19 precautionary measures as explained in the videos and induction must be obeyed
- ii) Masks must be worn for the duration of the visit
- iii) Hand-sanitizer will be made available at the entry points to buildings and at the meeting venue
- iv) No pens, paper or other stationary will be distributed. Bidders need to bring their own pens, notepads, etc. to avoid sharing or passing of items
- v) Social distancing of at least 2m must be maintained at all times
- vi) Where items for inspection need to handle, sanitizer must be used by the delegate prior to and after handling/touching the item
- vii) Depending on the available space at the inspection site, the number of delegates allowed at a specific may be limited to allow for social distancing
- viii) No refreshments will be served during the site inspection

ix) Should a delegate not feel well during an inspection they need to immediately alert the host and the Medical Assistance will be contacted for assistance

### 12 PROCEDURE FOR SUBMISSION OF PROPOSALS

- 12.1 All proposals must be submitted electronically to tender@csir.co.za
- 12.2 Respondents must use the RFP number as the subject reference number when submitting their bids.
- 12.3 The e-mail and file sizes should not exceed a total of 25MB per e-mail.
- 12.4 The naming/labeling syntax of files or documents must be short and simple
- 12.5 All documents submitted electronically via e-mail must be clear and visible.
- 12.6 All proposals, documents, and late submissions after the due date and time will not be evaluated.
- 12.7 Bids must be submitted in PDF. Any bids submitted using cloud platforms, i.e., we-transfer, google-drive, drop box etc, will not be considered for evaluation.

# NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED

### 13 TENDER PROGRAMME

The tender program, as currently envisaged, incorporates the following key dates:

Issue of tender documents: Tue, 23 August 2022
 Compulsory briefing session / site inspection: Tue, 30 August 2022
 Last date for submission of queries: Tue, 6 September 2022
 Closing / submission Date: Tue, 23 September 2022

### 14 SUBMISSION OF PROPOSALS

- 14.1 All proposals are to be submitted electronically to <a href="tender@csir.co.za">tender@csir.co.za</a>. No late proposals will be accepted.
- 14.2 Responses submitted by companies must be signed by a person or persons duly authorised.
- 14.3 All e-mailed proposal submissions are to be clearly subject referenced with the RFP

number. Proposals must consist of two parts, each of which must be sent in two separate e-mails with the following subject:

PART 1: Technical Proposal RFP No.: 3537/13/09/2022

PART 2: Pricing Proposal RFP No.: 3537/13/09/2022

14.4 The CSIR will award the contract to qualified tenderer(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, and B-BBEE.

14.5 Proposals submitted must be in the following file formats:

• PDF

# 15 DEADLINE FOR SUBMISSION

Proposals shall be submitted at the e-mail address mentioned above no later than the closing date of **Tuesday**, **13 September 2022** during CSIR's business hours. The CSIR business hours are between 08h00 and 16h30.

Where a proposal is not received by the CSIR by the due date and stipulated place, it will be regarded as a late tender. Late tenders will not be considered.

### 16 AWARDING OF TENDERS

16.1 The Awarding of tenders will be published on the National Treasury e-tender portal or the CSIR's tender website. No regret letters will be sent out.

### 17 EVALUATION PROCESS

# 17.1 Evaluation of proposals

All proposals will be evaluated by an evaluation team for functionality, price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, the CSIR will approve the awarding of the contract to successful tenderers.

A two-phase evaluation process will be followed.

- The first phase includes evaluation of elimination and functionality criteria.
- The second phase includes the evaluation of price and B-BBEE status.

Pricing Proposals will only be considered after functionality phase has been adjudicated

and accepted. Only proposals that achieved the specified minimum qualification scores for functionality will be evaluated further using the preference points system.

# 17.2 Preference Points System

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

### 18 PRICING PROPOSAL

- 18.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal. Any options offered must be clearly labelled.
- 18.2 Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.
- 18.3 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.
- 18.4 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable.
- 18.5 Only firm prices\* will be accepted during the tender validity period. Non–firm prices\*\* (including prices subject to rates of exchange variations) will not be considered.
  - \*Firm price is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract\*.
  - \*\*Non-firm price is all prices other than "firm" prices.
- 18.6 Payment will be according to the CSIR Payment Terms and Conditions.

# 19 VALIDITY PERIOD OF PROPOSAL

Each **proposal** shall be valid for a minimum period of four (4) months calculated from the closing date.

### 20 APPOINTMENT OF SERVICE PROVIDER

- 20.1 The contract will be awarded to the tenderer who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 20.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement CSIR reserves the right to appoint an alternative supplier.

### 21 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFP shall be submitted in writing to CSIR at <u>tender@csir.co.za</u> with "RFP No. 3537/13/09/2022" as the subject.

Any other contact with CSIR personnel involved in this tender is not permitted during the RFP process other than as required through existing service arrangements or as requested by the CSIR as part of the RFP process.

### 22 MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFP must be in English.

### 23 COST OF PROPOSAL

Tenderers are expected to fully acquaint themselves with the conditions, requirements and specifications of this RFP before submitting proposals. Each tenderer assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and participation throughout the RFP process. The CSIR is not responsible directly or indirectly for any costs incurred by tenderers.

### 24 CORRECTNESS OF RESPONSES

24.1 The tenderer must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP.

- The prices and rates quoted must cover all obligations under any resulting contract.
- 24.2 The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

### 25 VERIFICATION OF DOCUMENTS

- 25.1 Tenderers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.
- 25.2 Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.

### 26 SUB-CONTRACTING

- 26.1 A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 26.2 A tenderer awarded a contract may not sub-contract more than **25%** of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

### 27 ENGAGEMENT OF CONSULTANTS

The consultants will only be remunerated at the rates:

- 27.1 Determined in the "Guideline for fees", issued by the South African Institute of Chartered Accountants (SAICA); or
- 27.2 Set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- 27.3 Prescribed by the body regulating the profession of the consultant.

### 28 TRAVEL EXPENSES

- 28.1 All travel expenses for the CSIR's account, be it directly via the CSIR's travel agent or indirectly via re-imbursements, must be in line with the CSIR's travel policy. The following will apply:
- 28.2 Only economy class tickets will be used.
- 28.3 A maximum of R1400 per night for accommodation, dinner, breakfast and parking will be allowed.
- 28.4 No car rentals of more than a Group B will be accommodated.

### 29 ADDITIONAL TERMS AND CONDITIONS

- 29.1 A tenderer shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.
- 29.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 29.3 In case of proposal from a joint venture, the following must be submitted together with the proposal:
  - Joint venture Agreement including split of work signed by both parties;
  - The original or certified copy of the B-BBEE certificate of the joint venture;
  - The Tax Clearance Certificate of each joint venture member:
  - Proof of ownership/shareholder certificates/copies; and
  - Company registration certificates.
- 29.4 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 29.5 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

### 30 THE CSIR RESERVES THE RIGHT TO

- 30.1 Extend the closing date
- 30.2 Verify any information contained in a proposal
- 30.3 Request documentary proof regarding any tendering issue

- 30.4 Give preference to locally manufactured goods
- 30.5 Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal)
- 30.6 Award this RFP as a whole or in part
- 30.7 Cancel or withdraw this RFP as a whole or in part.

### 31 DISCLAIMER

This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the tenderer or any other party in connection therewith.

### RETURNABLE CHECKLIST

**NOTE:** The bidder is required to complete each and every schedule listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the bidder. Failure of a bidder to complete the schedules and forms to the satisfaction of the CSIR will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

As a minimum the bidder must complete the following returnable documents:

RETURNABLE DOCUMENTS –			
nable Schedules required only for Tender Evaluation Purposes			
SUBMITTED	YES	NO	
Company profile			
Completed Declaration Form, Annexure D			
Completed and signed SBD 1 Form, Annexure E			
Completed and signed SBD 4 Form, Annexure F			
Financial Plan			
Public Liability Cover			
Valid (UIF) Certificate			
Certificate of Good Standing (COIDA)			
Reference Letters			
Management Plan (methodology and approach)			
Safety, Health and Environmental (SHE) plan as per Annexure G			
SHE Performance Report			
CV of the Operations Manager			
	nable Schedules required only for Tender Evaluation Purposes  SUBMITTED  Company profile  Completed Declaration Form, Annexure D  Completed and signed SBD 1 Form, Annexure E  Completed and signed SBD 4 Form, Annexure F  Financial Plan  Public Liability Cover  Valid (UIF) Certificate  Certificate of Good Standing (COIDA)  Reference Letters  Management Plan (methodology and approach)  Safety, Health and Environmental (SHE) plan as per Annexure G  SHE Performance Report	1: TECHNICAL RETURNABLES nable Schedules required only for Tender Evaluation Purposes  SUBMITTED  YES  Company profile  Completed Declaration Form, Annexure D  Completed and signed SBD 1 Form, Annexure E  Completed and signed SBD 4 Form, Annexure F  Financial Plan  Public Liability Cover  Valid (UIF) Certificate  Certificate of Good Standing (COIDA)  Reference Letters  Management Plan (methodology and approach)  Safety, Health and Environmental (SHE) plan as per Annexure G  SHE Performance Report	

PART 2: PRICING PROPOSAL Returnable Schedules that will be incorporated into the Contract			
14	Price Schedule and Financial Plan, Annexure C		
15	Valid B-BBEE certificate or sworn affidavit		_
16	CSD registration report		

The bidder must also refer to the RFP document for any other relevant documents that need to be submitted with this request.

THE DOCUMENTS MUST BE CLEARLY ANNEXURED IN THE SUBMISSION FOR EASE OF REFERENCE.

# 32 ANNEXURE A – FUNCTIONAL EVALUATION SCORING SHEET

Functional Evaluation Factors	Evaluation Criteria Description	Proof Required	Score Allocation	Weighting (%)
Company Experience	<ul> <li>The bidder must demonstrate the company's relevant experience in providing similar catering and canteen services to commercial / corporate establishments.</li> <li>Performance of the bidder on past contracts and current contracts: The bidder must submit reference letters for current and similar contracts from key personnel managing the contracts. The bidder must provide a minimum of three (3) contactable reference letters from different service providers for rendering similar catering and canteen services to commercial/ corporate establishments between 2015 and 2022.</li> <li>Site visits and compulsory food tasting will be conducted for due diligence</li> </ul>	Contactable References for similar work/projects undertaken between 2015 and 2022.     Completed reference form for each reference letter. Letters must be dated and signed.     Completed projects / sites of similar projects must be accessible for vetting purposes.	No submission 1- 2 reference letters 3 - 5 reference letters 6 - 8 reference letters >9 reference letters - 0 point - 3 points - 5 points - 8 points - 10 points	20%
Experience of the Operations Manager	The bidder must submit a detailed CV of the Project Manager, as a point of contact to the CSIR and to be deployed at the Scientia campus clearly indicating experience in canteen and catering services.	Operations Manager must have a minimum of 3 years' experience in managing catering and canteen projects.	No experience -0 point 1 - 2 years -3 points 3 - 4 years -5 points 5 - 7 years -8 points >8 years -10 points	10%

Financial Planning	Satisfactory Bank Rating and Financial plan with projections for 3 years, relevant to this tender that indicates the Tenderer's ability to run efficient operations at the same time delivering value to the CSIR.	Bank Rating and Financial Plan	<ul> <li>No submission         <ul> <li>D rating or less. Financial plan poorly prepared and/or does not have projections for a period of 3 years and/or it is not relevant to this tender. Business unsustainable for the duration of the contract</li></ul></li></ul>	%
-----------------------	---	--------------------------------	---	---

Management Plan (Methodology and Approach)	Management/ Operational Plan to include the following information:  Executive Summary  Business model  Human Capital Plan  Organizational structure indicating all relevant trades and qualifications  Proposed staff rosters  Implementation plan/ methodology to include but not limited to  Proposed menu types and options  Proposed menu cycles  List of main suppliers  Equipment required to run operations  Settling-in plan  High level food safety and hygiene plan  Proposed cleaning schedules	Management/ Operational Plan covering key aspects documented demonstrating understanding of scope of work and expectations of CSIR.	Non-submission  The management plan is poor / unlikely to satisfy the CSIR requirements for canteen and catering services. The management plan is generic and not tailored to address the specific project objectives and requirements. The management plan does not adequately deal with the CSIR requirements  The management plan meets the required CSIR canteen and catering services. Specific requirements for canteen and catering services are outlined. Plan is tailored for CSIR operations.  The management plan meets all the CSIR requirements, and it is sufficiently flexible to accommodate changes that may occur during project execution.  The management plan meets all the requirements to obtain a good score, there is evidence of innovation and sustainable practices, and the tenderer is able to deliver value to the CSIR by implementing practices that will also benefit the CSIR.  - 10 Points	30%
SHE Plan and	SHE Plan within CSIR Pretoria	0.15.0	Non-submission - 0 point	10%
SHE Plan and SHE Performance	site as guided by the SHEQ File Content (Annexure F).  • SHE performance report between 2020 and 2022	SHE Plan and SHE Performance Report	SHE Plan and Performance Report submitted but covers some cases and strategies  - 3 points	1076
Report	indicating completed cases, pending cases and strategies implemented on the following:  Number of reportable incidents to external authorities i.e., Depart of Employment and Labour, Compensation Commissioner etc  Number of non-disabling		SHE Plan and Performance Report submitted and meets the minimum requirements  - 5 points  SHE Plan is submitted and tailored made to suit the key aspects of the RFP.  SHE Performance Report is submitted and covers root causes and corrective actions on reported cases.	

	injuries  Number of environmental incidents  Number of property damage incidents  Number of near misses.		- 8 points  SHE Plan is of excellent quality and acceptable.  SHE Performance Report demonstrates innovative approach in responding and managing SHE incidents.  - 10 Points	
Staff Welfare	Promotion of staff welfare (employee value proposition and corporate social responsibility).	A written and approved employment policy inclusive of pay / salary date, on company letterhead, indicating conditions of employment as per BCEA requirements and associated benefits such as medical support, job security, categories of leaves.	Non- submission  - 0 Point  Employment policy submitted and is not approved employment policy and inconsistent with BCEA requirements  - 3 Points  Approved Employment Policy meets CSIR and BCEA requirements and acceptable.  - 5 Points	10%
			Approved Employment Policy of excellent quality and synchronise with the scope of work and deliverables. — 10 Points	
			TOTAL	100%

# 33 ANNEXURE B – INSURANCE COVER

# 33.1 Insurance Cover

# 34 ANNEXURE C – PRICE SCHEDULE AND FINANCIAL PLAN

# 35 ANNEXURE D – DECLARATION BY TENDERER

Only tenderers who completed the declaration below	will be considered for evaluation.
RFP No:	
I hereby undertake to render services described in the attaccordance with the requirements and task directives / pro  RFP No	oposal specifications stipulated in fer/s remains binding upon me and open
I confirm that I am satisfied with regards to the correctner price(s) and rate(s) quoted cover all the services specific price(s) and rate(s) cover all my obligations and I accept to rate(s) and calculations will be at my own risk.	ed in the proposal documents; that the
I accept full responsibility for the proper execution and fu devolving on me under this proposal as the principal liable	•
I declare that I have no participation in any collusive practic regarding this or any other proposal.	es with any tenderer or any other person
I accept that the CSIR may take appropriate actions, deem of interest or if this declaration proves to be false.  I confirm that I am duly authorised to sign this proposal.	ned necessary, should there be a conflict
NAME (PRINT)	WITNESSES 1
DATE	2

# 36 ANNEXURE E – INVITATION TO BID, SBD 1

# 37 ANNEXURE F – STANDARD BIDDING DOCUMENT, SBD 4

### 38 ANNEXURE G – SITE SHEQ FILE Content

SHEQ requirement	Yes	No	N/A
SHE Structures (Organogram illustrating OHS Act S16.2;			
OHS Act S8 appointees; SHE Reps; First aiders; Fire			
fighters; etc)			
SHE Appointment letters			
COVID-19 Compliance Officer Appointment letters			
SHEQ policy			
A valid letter of good standing from COIDA or any other private insurer i.e. RMA			
SHE Committee minutes			
SHEQ Training records			
SHE Risk assessments			
COVID-19 Risk assessments			
Waste management plans and records			
Working at heights (competency training records) –			
ladders, scaffolding, cherry picker, fall protection planner			
etc. (if applicable).			
COVID-19 Work plan			
COVID-19 Daily screening of the workers			
PPE issue records			
Safety Data Sheets (training of personnel on SDS's or			
cleaning chemicals).			
Medical surveillance schedules			
Asbestos Register where applicable			
Environmental Aspects and Impacts Registers			
Environmental Objectives and Targets			
Environmental Risk Assessments			
Environmental Incident Register			
Environmental authorisations and permits			
Environmental Training and Awareness records			
Waste disposal certificates and manifestos			
Commitment to continual improvement			

# NOTE:

- 1. Know where the records are kept for evidence of completed work.
- 2. Know the controls in place for verification or validation of results.
- 3. Ensure that all procedures/ work instructions have a unique document number.
- ☐ Be prepared to share records/documents via virtual platforms if required.