

**APPOINTMENT OF THREE SERVICE PROVIDERS TO
PROVIDE CATERING SERVICES IN THE EASTERN
CAPE REGION FOR THE CBE FROM OCTOBER 2024 –
31 MARCH 2027**

1. Purpose

The purpose of this request is to invite proposals from prospective bidders for the provision of catering services for events hosted in collaboration with the Walter Sisulu University in the Eastern Cape i.e. Umtata, Butterworth and East London, on an as and when required basis from October 2024 to 31 March 2027.

2. Background

The Council of the Built Environment (CBE) is a statutory body established in terms of the Council for Built Environment Act (No. 43 of 2000) and an entity of the Department of Public Works and Infrastructure (DPWI). The CBE is a schedule 3(a) public entity and is subject to compliance with the Public Finance Management Act (PFMA) Act No. 29 of 1999 and Treasury regulations.

Sections 3(c) and (d) of the CBE Act mandate is to promote ongoing human resource development in the built environment, and to facilitate participation by the built environment professions in integrated development in the context of achieving national goals. It is an overarching body that leads, regulates, coordinates and advises the six Professional Councils namely: Architectural Profession, Landscape Architectural Profession, Engineering Profession, Property Valuers Profession, Project and Construction Management Professions, and Quantity Surveying Profession. The CBE also entered into a working relationship with the following professional bodies as part of the built environment family – South African Council for Planners, Environmental Assessment Practitioners Association of South Africa, and South African Geomatics Council. In the main, the central mandate of the Council for the Built Environment is to:

- Transform the Built Environment Industry
- Create skilled Built Environment professionals
- Expedite the empowerment of women, youth and persons with disabilities

The objects of the CBE are to:

- promote and protect the interests of the public in the built environment.
- promote and maintain a sustainable built environment and natural environment;
- promote ongoing human resource development in the built environment;

- facilitate participation by the built environment professions in integrated development in the context of national goals;
- promote appropriate standards of health, safety and environmental protection within the built environment;
- promote sound governance of the built environment professions;
- promote liaison in the built environment in the field of training, both in the Republic and elsewhere, and to promote the standards of such training in the Republic;
- serve as a forum where the representatives of the built environment professions may discuss the relevant required qualifications; standards of education; training and competence; promotion of professional status; and legislation impacting on the built environment.
- ensure the uniform application of norms and guidelines set by the councils for the professions throughout the built environment.

3. Scope of Work

The CBE wishes to enter into contracts with three service providers to provide catering services from October 2024 to 31 March 2027. The scope of work will entail the following:

- The successful service providers must be prepared to cater for all dietary preferences, including but not limited to health (diabetic etc), religion, culture, vegetarian, vegan, kosher and halaal **with valid certification from respective bodies, where applicable**. Meals for these special dietary requirements must be clearly marked/labelled i.e. Vegetarian, Halaal, no pork dish etc.
- The quality of food prepared must adhere to acceptable food industry standards and must be prepared in a clean and hygienic manner in accordance with all health and safety regulations.
- The successful service providers must provide adequate catering equipment, cutlery and crockery. Please note that for those meetings that continue late in the afternoon, the crockery and cutlery is to be collected the next day.
- The successful service provider must be able to deliver services within 12 hours of placing the order.
- Shortlisted bidders may be subjected to a virtual site inspection.
- Proposed rates must be **firm** for the contract duration.

- The CBE reserves the right to procure its requirement elsewhere outside the contract should the services be urgently required (in an emergency) and not immediately available by the successful service providers.
- The menu for all the categories of food items is listed under Table 1 below and the pricing must be completed by bidders.

Table 1:

Lunch Menu

Description	Price (incl VAT)
Lunch buffet: 2 Meat 1 Starch 1 Salad 2 Vegetables	R.....per person per day

****Lunch menu to include soft drinks (cans only). Please indicate pricing in the Drinks menu below.**

Mid Afternoon Snack

Description	Price (incl VAT)
Scones, pastries/mini quiches and fruit	R.....per person per day

****Mid-afternoon menu to include fruit juice. Please indicate pricing in the Drinks menu below.**

Platters Menu - the following food items listed under the Platters menu are merely examples of the types of food items required and must not be deemed to imply that ALL items must be provided.

Description	Price (incl VAT)
Breakfast Platter (e.g. assortment of muffins or scones and sandwiches or filled croissants OR breakfast quiche, fruit kebabs and yoghurt (individual containers) (include plain yoghurt)(no pork)	R.....per platter for ten (10) people
Vegetarian platter (e.g. Creamy Potato Croquettes, Cheese Sausage Rolls, Roast Butternut Tarts, Sweet and Sour Veg Puffs, Mozzarella and Tomato Skewers, Sweetcorn Cheese and Chives Tarts, Sweet Chilli Cheese Bites, Spinach and Feta Tarts, Sweetcorn and Chive Croquettes, Cheese Bites, Vegetable Fritters, Leek and Cheese Tarts, Egg and Pimento Puffs or Sesame Cheese Croquettes)	R.....per platter for ten (10) people
Assorted savoury pastry platter (e.g. cocktail beef kebabs, sticky buffalo wings, spinach and cheddar tartlets, mini mince/chicken pies or beef samosas)(no pork)	R.....per platter for ten (10) people
Assorted sandwich platter (e.g. fillings – egg mayonnaise, cheese, chicken mayonnaise, tuna mayo or mince)	R.....per platter for ten (10) people
Assorted fish and chicken platter	R.....per platter for ten (10) people
Assorted meats platter	R.....per platter for ten (10) people
Healthy platter: Yoghurt, fruits and muffins (e.g. Pickled veg kebab, Baked marinated rolled chicken with apricot and onion, Savoury filled eggs, Homemade cocktail vegetable quiches, Baked seasoned vegetable kebabs, Filleted smoked chicken, Fish kebabs, carrot sticks, cheese or nuts)	R.....per platter for ten (10) people
Fruit Kebab platter: Seasonal fruits	R.....per platter for ten (10) people
TOTAL PRICE FOR ALL ITEMS SPECIFIED	R.....

- ****All platters to include fruit juice. Please indicate pricing in the Drinks menu**
- **Speciality Menu**

Description (e.g. salad, non-starchy vegetables, chicken, cheese and crackers, eggs, nuts & seeds, mushroom, asparagus and egg quiche)	Price (incl VAT)
Diabetic	R.....per person per day
Vegetarian	R.....per person per day
Vegan	R.....per person per day
Kosher	R.....per person per day
Halaal	R.....per person per day
Allergies (Dairy/nuts etc)	R.....per person per day
Garden Salad (e.g. lettuce, cucumber, carrot, tamato, onion, green pepper, radish, nuts)	R.....per person per day
TOTAL PRICE FOR ALL ITEMS SPECIFIED	R.....

DRINKS MENU	
Soft drinks (cans only)	R.....per can
Fruit Juice (100%)	R.....per can
TOTAL PRICE FOR ALL ITEMS SPECIFIED	R.....

Decor

- Successful service providers to provide serviettes, cutlery, crockery and tooth picks.
- To arrange tables including table cloths.
- Food warmers and all appliances necessary for catering.
- Delivery staff to be dressed appropriately when serving.

Critical Deliverables

- Delivery of equipment and settling up of food must be completed at least 45 minutes before food is served.
- When providing lunch buffet, food must be freshly prepared and hot.
- The service provider may not provide a duplicate lunch buffet menu when booked for consecutive days.

4. Skills, knowledge and qualifications

- Knowledge of the food and beverage industry.
- Valid certification from health and food authorities.
- Valid certification from respective religious bodies (where applicable).

5. Competency, expertise and experience requirements

Basic competencies and expertise include a minimum of one (1) year of experience in providing catering services.

6. Proposal Requirements

- Bidders are required to attach to their proposals the following:
 - The bidding company and personnel profile (detailing the catering experience of the company and individuals within the company).
 - Qualifications, particulars of completed training courses and CV's of Owner(s)/Kitchen Manager.
 - A minimum of one reference letter of the same services performed must be submitted (not older than 12 months).
 - A valid Health Certificate for the premises of the bidder in which the food will be prepared must be provided. ****Bidders must submit with their proposals certified copies of all relevant license(s), which are required for the catering business.**

7. Disclaimer

- The CBE reserves the right not to appoint a service provider(s).
- The CBE reserves the right to:
 - Decline to consider any proposals that do not conform to any aspect of the bidding process as per the requirements of the evaluation process below.
 - Cancel this contract. In the case of non-compliance with the conditions of contract, poor performance or unacceptable quality of food / services provided by a service provider, the CBE may request the caterer to rectify the situation immediately in addition to any other remedy it will have in terms of the conditions of the contract. The CBE has the right to cancel the contract in writing within 14 working days

should non-compliance with the conditions of the contract, poor performance or unacceptable quality of food/ services provided not be rectified and occur on a constant basis that will result in posing a risk to the CBE.

8. Evaluation Process:

The following evaluation process shall be followed:

8.1 Pre-qualification Criteria (should a bidder not meet the below requirements, their proposal will be disqualified):

- a) Potential service providers must be registered on the National Treasury Central Supplier Database (CSD). The CSD registration report must be submitted. This proposal will not be awarded to any bidder who is not registered on the CSD, whose tax matters are not in order and/or is a restricted supplier.
- b) A valid Health Certificate for the premises of the bidder in which the food will be prepared must be provided.
- c) Valid certification from respective religious bodies must be provided e.g. Halaal certificate.

**** The CBE reserves the right to verify the authenticity of the information submitted. The results of the verification will take precedence.**

8.2 Evaluation Phases:

- Phase 1: Technical Evaluation

The bidders' proposal will be evaluated against the set criteria indicated under paragraph 8.3 below. A form will be used which will reflect the name of the service provider, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be effected on a basis of consensus.

The following scoring matrix will be used:

Unable to evaluate	Does not comply with	Partial compliance	Full compliance	Exceeds requirements	Exceptionally exceeds requirements
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	the requirements	with requirements	with requirements		
0	1	2	3	4	5

The following formula will be used to convert the points scored against the weight:

$$P_s = \left(\frac{S_o}{M_s} \right) \times 100$$

Where:

- Ps = Percentage scored for functionality by proposal under consideration
So = Total score of proposal under consideration
Ms = Maximum possible score

Bidders will be expected to achieve a minimum threshold score of **60%** in order to proceed to Phase 2.

A due diligence process will be conducted in respect of all short-listed bidders to determine the capability and ability of short-listed bidders to execute this contract.

The CBE reserves the right to utilise any one or more of the below due diligence methods:

- Virtual Site Inspection of premises with an assessment based on the criteria listed under the Table 2 below.
- An investigation by the CBE of the bidder's previous contracts carried out, availability of skills or knowledge, existing workload etc.
- Confirmation of the authenticity and content of the reference letters submitted (bidders must provide a minimum of **1** signed reference letter of the same work undertaken even if this method is not selected for due diligence). The reference letter must:
 - contain valid contact details
 - be on an official letterhead
 - bear the signature of a company official
 - not be older than three years

- Purchase orders will also be accepted, subject to the CBE verifying the authenticity of the information submitted.

NO.	REQUIREMENT	COMPLIES WITH CRITERIA	FAILS TO COMPLY WITH REQUIREMENT
1	Cleanliness of premises Check walls, equipment, adherence to hygienic standards, geyser, hand wash basins, towels, Toilets and Soap		
2	Facilities available: telephone, computer, emergency contact number/cell phone		
3	Equipment utilized: Availability of stoves, pots, pans, chafers, heating equipment, serving equipment		
4	Transport: reliable transport available		

Should negative feedback be obtained from any of the other methods of due diligence outlined above), that will render the bidder unsuitable to execute the assignment, their proposal will be disregarded at this point and they will not proceed for further evaluation.

Should the bidder meet the requirements of due diligence, their proposal will proceed to Phase 2.

- Phase 2: Calculation of points

Please note that the proposals will be evaluated using the 80/20 preference point system as outlined in the Preferential Procurement Regulations. 80 points will be allocated for price and 20 points will be allocated for specific goals.

During phase 2, points for price will be calculated for all shortlisted service providers in accordance with the following formula:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Points scored for proposal under consideration

P_t = Rand value of proposal under consideration

P_{\min} = Rand value of lowest acceptable proposal

- The final points will be calculated as follows:

Points for price:	80 points
Specific Goals Contributor:	<u>20 points</u>
Final points:	<u>100 points</u>

Points awarded for Specific Goals

Provisions of the Preferential Procurement Policy Framework Act (PPPFA) of 2022 and its regulations will apply in terms of awarding points.

Bidders must submit documents as valid proof to substantiate points claimed for specific goals, that should include amongst others the Shareholder Certificate/CIPC Company Registration Documents, CSD Report, B-BBEE certificates/affidavits, certified copies of ID for directors, Approved Annual Financial statements and/or any other documentation.

Failure to submit Preference points claim form and proof to substantiate points will result in the forfeiture of specific goal points. Failure to submit a correct and valid specific goals claim will result in the forfeiture of specific goal points. Only points for price will be allocated.

Special note: Bidders must please ensure that B-BBEE affidavits indicate the title of the deponent i.e. director or member or owner (please circle/underline the relevant title applicable to you); and the full financial year must be stated i.e. date, month and year (not only the calendar year), in addition to the requirements set out under the Broad Based Black Economic Empowerment Practice Guide 1 of 2022, Determining the validity of a Broad-based Black Economic Empowerment verification certificate, B-BBEE certificate and affidavit, paragraph 17. Failure to do so will invalidate the affidavit.

In terms of Regulation 3 (1) an organ of state must, in the tender documents, stipulate goals in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

Small business development	5
EME (Turnover less than R10 million)	5
QSE (Turnover higher than R10 million less than R50million)	3
Ownership	5
100% black owned	5
At least 51% black owned	4
Specific goal	10
Women ownership	4
100% women owned	4
At least 51% women owned	3
Less than 51% women owned	2
Youth ownership	4
100% youth owned	4
At least 51% youth owned	3
Less than 51% youth owned	2
Disabled ownership	2
Any disabled ownership	2

A recommendation for award will then be formulated for approval by the relevant delegated authority.

8.3 Evaluation Criteria

The following criteria and weights shall apply when considering the proposals:

TECHNICAL CRITERIA	WEIGHT	SCORING GUIDELINE
A minimum of one year experience in providing catering services.	45	3+ years = 5 2 years = 4 1 year = 3 Less than 12 months = 2 No experience = 0
A minimum of one signed reference letter for the same services performed must be submitted	45	3+ signed reference letters = 5

		<p>2 signed referee letters = 4</p> <p>1 signed reference letter = 3</p> <p>List of contactable references = 2</p> <p>No letters or unsigned/undated letters or letters not relevant to the assignment = 0</p>
Empowering Supplier	10	<p>5= ownership to the value of: ≥75% black female; and/or Any value for youth; and/or Any value for persons with disabilities</p> <p>4= 100% black-owned entity and/or ≥ 51% black female owned entity</p> <p>3= 51% or more black-owned entity</p> <p>0 = No information submitted/requirement not met</p> <p>An additional point will be allocated if an entity has demonstrated that it employs persons with disabilities unless a score of 5 has already been allocated.</p>
Total	100	
Threshold score	60	

9. Important Conditions

- Protection of Personal Information - All bidders agree that personal information of persons related to or linked with bidders or respondents to this Bid for quotations/request for proposals or tender document is/may be required to fulfil the requirements for submitting a bid. All bidders agree that the CBE may collect, keep and process such information provided that the aforesaid uses shall be for purposes of evaluating the bid submitted. Where the information is sought to be used for other purposes, further and specific consent shall be obtained.
- Bidders shall note that any personal information that they may disclose to or share with the CBE pursuant to this request/Bid may be processed by the CBE in terms of the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). By disclosing or sharing any personal information, the bidder is unconditionally consenting to the processing thereof by the CBE, its stakeholders or partners of such personal information for purposes related to this request/Bid. Further, the bidder declares all consents required by the POPI Act or any other law applicable in respect of all personal information disclosed has been duly and legally obtained. Thus, the bidder hereby indemnifies the CBE against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information disclosed to the CBE pursuant hereto.
- Bidders are required to submit a detailed breakdown of their pricing as per the Pricing Schedule under Table 1 above.
- Pricing must be inclusive of VAT (if VAT registered). Prices must be firm for the duration of the contract period.
- All Supply Chain Management compliant (required) documents must be completed in full and submitted. These include: SBD 1,4 and 6.1.
- Bidders must submit the company registration documents (CIPC), share certificate and ID documents of all Directors.
- Any award made to a Bidder under this RFP is conditional upon the Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the CBE is prepared to enter into a contract with the successful Bidder.
- The General Conditions of Contract (GCC) are to be acknowledged and returned with your bid.

- All parties forming a joint venture or consortium for the purpose of this assignment must submit a separate CSD report for each party and all SBD forms and GCC must be completed by each party to the joint venture or consortium and submitted accordingly.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements (where applicable). The CBE will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- The CBE reserves the right to disregard a bidders' proposal should it be found that work was previously undertaken for the entity to which poor performance was noted during the execution of such contract that subsequently led to the cancellation of said contract in the last five years. Documentary evidence of poor performance without a cancellation of the contract may also result in the disqualification of the bidders' proposal.
- Any communication between the closing date and the award of the proposal by Bidders is discouraged.
- Whilst all due care has been taken in connection with the preparation of this RFP, the CBE makes no representations or warranties that the content of the RFP or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The CBE and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- If a Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the CBE (other than minor clerical matters), the Bidder(s) must promptly notify the CBE in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the CBE an opportunity to consider what corrective action is necessary (if any).
- Any actual discrepancy, ambiguity, error or inconsistency in the RFP or any other information provided by the CBE will, if possible, be corrected and provided to all Bidders without attribution to the Bidder(s) who provided the written notice.

- A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this BID. In the event that the CBE allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and the CBE will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.
- Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such proposals.
- The CBE supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CBE condemns any form of fronting.
- The CBE, in ensuring that Bidders conduct themselves in an honest manner may, as part of the evaluation process, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the proposal / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CBE may have against the Bidder / contractor concerned.
- If a Bidder breaches the conditions of this RFP and, as a result of that breach, the CBE incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds the CBE harmless from any and all such costs which the CBE may incur and for any damages or losses the CBE may suffer.
- The CBE does not accept liability or responsibility whatsoever for any loss or damage that may have been suffered by the successful bidder or its personnel in the

performance of the services. It is the responsibility of the successful bidder to ensure that loss or damages do not occur while crockery, cutlery, glasses, table-cloths etc are used at the relevant premises.

- The successful bidder should therefore, provide for necessary supervision.
- If a Bidder breaches the conditions of this proposal and, as a result of that breach, the CBE incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds the CBE harmless from any and all such costs which the CBE may incur and for any damages or losses the CBE may suffer.
- **Proposals must be emailed to sthembile@cbe.org.za. Bidders must please note that the CBE server can receive files to a maximum size limit of 150mb (inclusive of message content and attachment). Should files exceed this size limit, bidders may either send their files in separate emails or alternatively compress the files and submit.**
- It is the responsibility of prospective bidders to ensure that their proposal documents are submitted before the closing date and time of the bid.
- Proposals received after the closing time and date will not be considered for evaluation.
- The award of this RFP may be subject to price negotiation with the preferred bidders.
- The CBE reserves the right not to award this contract.
- The CBE will enter into a formal contract with the successful bidder.
- Any change of information provided in the bid document that may affect service delivery by the successful bidder must be brought to CBE's attention as soon as possible. Failure to comply may result in the contract being terminated.
- Should the bidder present information intentionally incorrectly/fraudulently their proposal will be disqualified.
- It must be noted that payment will be made upon satisfactory delivery of the service and receipt of an invoice.
- The invoice will be paid within 30 days of receipt thereof. No deposit, advance and lump-sum payments will be made.
- A shorter payment period may be agreed upon by the CBE and the successful supplier and a supplier development agreement will be signed in this regard. To be considered for the shorter payment period the service provider must meet the following requirements:

- Be at least 51% black owned.
- Be an Exempt Micro Enterprise (EME) (Turnover under R10 million) or a qualifying Small Enterprise (QSE) (Turnover less than R50 million), subject to the specific Sector Code.
- The closing date for submission of proposals is **03 October 2024 at 11:00AM**.
Proposals will be valid for a period of **30 days** from the closing date of the proposal.

**** Special Note: The CBE reserves the right not to award two contracts that are in direct conflict with each other to the same service provider.**

Written enquiries:

Procurement Officer

Special Projects and Knowledge Management

Ms Sthembile Madonsela

Ms Lizelle van Schalkwyk

Tel: 012-346 3985

Tel: 012-346 3985

Email: sthemobile@cbe.org.za

Email: lizelle@cbe.org.za