



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

**APPOINTMENT OF A PANEL OF ACCREDITED CATERING SUPPLIERS TO
RENDER CATERING SERVICES FOR MISA FOR A PERIOD OF 36 MONTHS**

Beneficiary	Municipal Infrastructure Support Agent
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Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion 0046
Project Name	Appointment of a panel of accredited catering suppliers to render catering services for MISA for a period of 36 months
Reference No.	MISA/CS/CS/011/2019
Closing Date	14 October 2019 @ 11:00am

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1. INVITATION

- 1.1. The purpose of this request for proposals (RFP) appointment of a panel of accredited catering suppliers to render catering services for MISA for a period of 36 months at 1303 Heuwel Road, Riverside Office Park, Letaba House, Centurion.

2. DURATION

- 2.1. MISA would like to appoint accredited catering suppliers to provide catering services at the MISA Head Office on an as and when required basis for a period of thirty-six (36) months.

3. BACKGROUND

- 3.1. Municipal Infrastructure Support Agent (MISA) was established as a government component accountable to the Executive Authority of Cooperative Governance and Traditional Affairs (COGTA).
- 3.2. MISA is a special purpose vehicle whose primary mandate is to coordinate and provide technical support to municipalities to facilitate sustainable municipal infrastructure provisioning and management.
- 3.3. MISA's primary function is to support municipalities in infrastructure planning, development and management, operations and maintenance as well as building technical capacity for effective delivery and management of municipal infrastructure.

4. OBJECTIVES

- 4.1. The appointed panel of caterer's services will be utilized by MISA for a period of 36 months.
- 4.2. The panel will be used on rotational basis depending on the rates, performance, delivery and quality of services received from the preferred service providers.
- 4.3. It must be noted that MISA reserves the right not to always appoint the lowest bidder.

- 4.4. Preferred service providers will be evaluated from time to time on the following basis:
 - 4.4.1. Timeliness of service delivery;
 - 4.4.2. Quality of the service provided;
 - 4.4.3. Provision of services in compliance with clearly stated specifications;
 - 4.4.4. Professional conduct of service providers, e.g. uniform, disposable head covers, cutlery and food presentation and
 - 4.4.5. Added value of the contract, innovation and creativity from service providers such as name tags.

5. SCOPE OF WORK

- 5.1. The caterers who bid for the catering service must be able to render services at MISA head office.
- 5.2. The caterer must indicate a physical address where food is to be prepared. The Physical address must be similar to the one on the certificate of acceptability.
- 5.3. Deliver and supply catering as per specified minimum requirements in (Annexure A).
- 5.4. The caterer should be able to provide catering as and when required.
- 5.5. The caterer must be able to provide the quotation for the required service within 7 days on the normal cases and upon receiving the request, twenty-four (24) hours on emergency cases and for extreme emergency cases, provide the quotation within three (03) hours. MISA will enter into negotiations with the service provider for a shorter period of delivery.
- 5.6. The caterer is expected to provide cutlery, crockery and table cloths per request to meet MISA quality standards.
- 5.7. The food should be kept at the require temperature (supplier to provide own equipment for this purpose).
- 5.8. The caterer must set up and keep food wrapped/sealed appropriately until served, (cold or warm dishes).
- 5.9. The caterer must ensure that there is sufficient number of trained staff while setting up and serving or as the situation requires to ensure an efficient service provision.
- 5.10. All left over food, equipment and cutlery/crockery must be removed after all meals have been served.

- 5.11. The premises must be left clean and tidy after each serving.
- 5.12. Caterer to start setting up 30 to 60 minutes or time communicated by MISA' prior each requested time slot (no late coming will be tolerated) and food should be ready to be served 30 minutes before the required time.
- 5.13. The food must be prepared and served in a professional manner as per acceptable health standards.
- 5.14. The caterer shall at all times adhere to high standards of hygiene regarding the storage, preparation and serving of food.
- 5.15. Only fresh ingredients will be used. i.e.: No items that have reached and/or are beyond sell by date will be on offer.
- 5.16. The caterer shall ensure that its employees are clean, healthy, neatly dressed, presentable and professional at all times whilst rendering the service.
- 5.17. The caterer's employees shall and will be expected to be able to work well in a client service environment.
- 5.18. The caterer shall keep premises, including kitchens, storerooms and service areas as well as all apparatus and equipment in a clean, neat and tidy condition.
- 5.19. All defects, breakages and replacement of equipment will be for the caterer's account while operating at MISA.
- 5.20. All complaints should be done in writing to the relevant Project Manager.
- 5.21. The caterer shall comply fully with all requirements, laws and regulations of the local authorities and health inspectors. In the event of an inspection by such health or official, copies of the report shall be made available to MISA.
- 5.22. The caterer shall obtain and maintain all necessary permits and /or licenses required by law.
- 5.23. The caterer shall ensure that the service is rendered with the least possible impact on the activities of MISA and shall ensure tables and areas outside kitchens and/or venue where catering is provided are cleaned in a quiet and professional manner.
- 5.24. MISA nominated representative and the health authorities shall have full access to the caterer's premises/facilities, kitchen, storeroom, equipment etc. for inspection purposes at all reasonable times.
- 5.25. Only caterers with the distance of 45 km radius from MISA head office will be considered.

6: EXPERIENCE AND COMPETENCY

- 6.1. Caterers must have a minimum of three (03) years' experience in providing professional catering services.
- 6.2. Caterers must have at least three different contactable references with whom catering services were rendered for.
- 6.3. Caterers must submit the CV of team leader with relevant experience.

7. PROPOSAL FORMAT

A detailed proposal in response to these Terms of Reference must be submitted.

The proposal should contain all the information required to evaluate the bid against the requirements stipulated in this Terms of Reference. The following must be attached to the proposal as annexures:

- 7.1. A Company profile.
- 7.2. Provision of a valid Certificate of Acceptability from the Local Municipality in which the business operates (certified copy).
- 7.3. **Annexure A:** Set menu, tick each item that you are able to supply and initial on every page. (Use attached template)

NB: Bidders are not required to submit price proposals but must be able to cater as per the set menu. Quotations will be requested from the approved panel of caterers as and when the need arises, based on the MISA menu.

8. PROJECT DELIVERABLES

- 8.1. Deliver and supply catering as per specified menus.
- 8.2. Under normal circumstances, caterer must be able to deliver within 7 (seven) days from the time of request.
- 8.3. Regarding emergency requests, the service provider should be able to deliver within 48 hours from the time of request. Under unforeseen circumstances, MISA will negotiate with the caterer.
- 8.4. Caterers to ensure minimum of at least one (01) staff members present when food is served and during serving and setting up or as situation requires.
- 8.5. All catering shall be of a high quality, freshly prepared and acceptable to MISA. The content shall be in accordance with good and accepted dietary quality and practice.

9. REPORTING

- 9.1. The successful caterers will be reporting to the Project Manager or his/her delegate.

10. EVALUATION OF PROPOSALS

- 10.1. Proposals will be screened to ensure responsiveness to the requirements of the Request for Proposal (RFP). MISA may reject any proposal as non-responsive that does not provide evidence of the specified mandatory requirements. MISA reserves the right to request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals.
- 10.2. In order to evaluate and adjudicate tenders effectively, it is imperative that bidders submit responsive bids.
- 10.3. Bids will be evaluated in three (03) stages, which are Pre-Compliance, Functionality Evaluation and Site Inspection / Visit.

10.3.1. Stage 1 – Pre-Compliance

Mandatory documents (without which the bid will be considered non-responsive).

1. Company Profile.
2. A valid Certificate of Acceptability (certified copy) in terms of Regulation 3(3) of the Regulations governing General Hygiene Requirements for Food Premises and the Transport of Food (Regulation no R918 of 30 July. 1999 GN No 2318) framed under The Health Act, 1977 (Act no 63 of 1977). The certificate to be valid in terms of premises being operated from. **NB:** *This information will be verified during the site inspection / visit.*
3. Three (3) contactable reference letters on clients' letterhead from existing and previous clients (contracts) confirming that the supplier rendered catering services. **NB:** *The reference letter must indicate the minimum and maximum number of people that were catered per day.*
4. Completed and appropriately signed SBD forms: SBD 1, SBD 4, SBD 6.1, SBD 8 and SBD 9.
5. A copy of the General Conditions of Contract initialled in every page.

N.B Failure to comply with the above requirements will disqualify the bid.

Non-Mandatory documents (required but should not be considered non-responsive in absence of any)

1. CSD Registration Report.
2. BBBEE certificate (certified copy).

Other Documents

Bidders must ensure that they are registered on the CSD before they submit bid proposals.

10.3.2. Stage 2 – Functionality Evaluation

The following criteria and weights will be applied when bids are assessed in terms of functionality:

Criteria	Weight	Value Score
1. Tender's experience in catering services: = <u>20 points</u>: 3 years =0 ≥3 years < 4years =8 ≥ years < 6 years =12 ≥ years < 8 years =16 8 years =20	40	
2. Health certificate of acceptability = <u>10 points</u> Team Leader Experience in providing Catering Services (CV must be submitted with relevant experience) = <u>10 points</u> 3 years = 0 ≥3 years < 5 years = 7 ≥ 5 years < 7 years = 10		
3. Number of clients whom catering Services was rendered. Minimum of 5 letters on a client letterhead.		

	25
TOTAL	65
Minimum Threshold	75%

A site inspection/visit will be conducted at the premises of bidders that score 75 points and above on functionality evaluation.

10.3.3. Stage 3 – Site Inspection / Visit

Only bidders who qualified for stage one and two will be qualified for onsite evaluation.

NO	ON-SITE EVALUATION/INSPECTION	35
1	Visit bidder's premises, does the address provided in the bid document corresponds with the address on the Certificate of Acceptability to confirm that this is the premises where food will be prepared	10
2	Does bidder have the necessary resources and equipment to meet its obligation to MISA in accordance to specifications? Fridge (2) Stoves (2) Crockery (2) Cooking Utensils (2) Cutlery (2)	10
3	The premises where food is prepared meets acceptable standards of: Cleanliness (2) Tidiness (2) Resources and capacity (4) Health and safety (2)	10
4	Does the vehicle to be used for delivery meet acceptable standards? Vehicle to be used should be covered e.g. Panel van with a canopy.	5

The bidders must score the minimum threshold of 90% on-site inspection.

10.3.4. Stage 4 - Price and BBBEE

Points for B-BBEE Status Level of Contribution (P_p)

Maximum of **20 points** are allocated for Preferential Procurement Goal. Preference point must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of point (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Points for Bid Price (P_s)

Maximum of 80 points are allocated to Bid Price on the following basis:

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

Where,

P_s = Points scored for comparative price of the Bid under consideration

P_t = Comparative price of the Bid under consideration

P_{\min} = Comparative price of lowest qualified Bid

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

11. COSTING AND PAYMENT

- 11.1. Bidders are not required to submit any price quotations for this bid.
- 11.2. Successful bidders will be approached to quote as and when the need arises.
- 11.3. The caterers will provide pricing as per the menu that will be provided when the request for quotation is sent to them.
- 11.4. When quoting, the prices must be inclusive of all expenses, VAT (if VAT registered), delivery as well as all deliverables indicated in this ToR.
- 11.5. The method of evaluation for the price quotations received will be cheapest quotation (for quotes for less than R30 000.00) or the 80/20 PPPFA evaluation method (for quotes from R30 000.01 to R500 000.00) will be used.
- 11.6. MISA does not pay any amount in advance. Only original signed invoices must be submitted for payments. The service provider will be paid within 30 days after the services have been fully rendered to the satisfaction of MISA and approval of the invoice. Payment is done by means of electronic transfer directly into the service provider's bank account.

12. MISA's RIGHTS

12.1. MISA reserves the right;

12.1.1. To cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed.

12.1.2. To modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to MISA's interests at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures.

- 12.1.3. To reject all proposals and seek new proposals when MISA considers such a procedure to be in its best interest. If there is any evidence indicating that two (02) or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations issued by MISA.
- 12.1.4. To hold negotiations with any tenderer or qualified company, or to request best and final offers if it is in the best interest of MISA to do so. However, MISA may make an award without conducting any negotiations; therefore, proposers are encouraged to submit their best proposal at the outset.
- 12.2. This RFP does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services.
- 12.3. Appointment will be subject to the outcome of the vetting process on the recommended bidder.

13. GENERAL

- 13.1. The Caterer undertakes to:
 - 13.1.1. Conduct business in a courteous and professional manner.
 - 13.1.2. Provide the necessary documentation as requested prior to the awarding of the contract.
 - 13.1.3. Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. (where applicable)
 - 13.1.4. Manage internal disputes among his/her staff in such a way that MISA is not affected by those disputes.
 - 13.1.5. Comply with the MISA security and emergency policies, procedures and regulations at MISA premises.
 - 13.1.6. Ensure that all work performed and all equipment used at MISA facilities are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of MISA;

- 13.1.7. Ensure that all staff working on this project are adequately trained prior to the commencement of the project.
- 13.1.8. Ensure that MISA is informed of any changes in staff related to the execution of the project. For security reasons, MISA reserves the right to vet all persons working on this project.

13.2. MISA undertakes to:

- 13.2.1. Manage the contract in a professional manner.
- 13.2.2. Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfil their duties.
- 13.2.3. Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the project.
- 13.2.4. Not tolerate any unfair labour practices between the service provider and their staff that happen during the execution of the project activities.
- 13.2.5. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.

14. MONITORING AND EVALUATION

- 14.1. MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention as well as other services provided by the selected service provider; MISA or its nominee reserves the right to replace the service provider if the quality of service rendered is being compromised.

15. BRIEFING SESSION (COMPULSORY)

- 15.1. Bidders are invited to attend a compulsory briefing session at the MISA Head Office 1303 Huewel Avenue, Centurion, Riverside Office Park, Letaba House, First floor, at **10:00, on the 30 September 2019**
- 15.2. Attendance of the briefing session is compulsory.

16. MISSION OF PROPOSALS

The Tender Documents will be made available on *www.etenders.gov.za* and will be uploaded on the eTender Portal. The Tender Documents are not for sale and will also not be emailed to bidders. The Tender Documents must reach the offices of the MISA before **11:00 am on the 14 October 2019** and must be enclosed in a sealed envelope which must be clearly inscribed on the outside:

16.1 BID REFERENCE NUMBER: MISA/CS/CS/013/2019

16.2 CLOSING DATE: 14 October 2019 @ 11:00am

Tender documents are to be submitted to MISA Reception and deposited in the tender box. (At MISA Offices, 1303 Heuwel Road, Riverside Office Park, Letaba House, Centurion, 0046.

17. PERIOD FOR ACCEPTANCE OF PROPOSALS

- 17.1. In order to allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for 90 days after submittal date and time.
- 17.2. No bidder may withdraw a proposal within 90 days after the proposal due date. A mistake on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- 17.3. Should there be valid reasons why the Agreement cannot be awarded within the specified period; the time may be extended by mutual agreement between MISA and the bidder(s).

18. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

- 18.1. Proposals may be modified or withdrawn prior to the established due date via email or mail request. Please refer to section 21, "Questions and Requests for Clarifications" for contact information

19. COMMUNICATION WITH MISA OFFICIALS

- 19.1. Bidders and their representatives may not communicate with MISA officials except in writing and if the communication is made public.

19.2. Bidders and their representatives must communicate in the manner set forth in this RFP. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this RFP.

19.3. Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

20. CONFIDENTIALITY

20.1. All responses to this RFP become property of MISA and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure in accordance with the provisions of applicable legislation.

21. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

21.1. Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents;

- For SCM queries please contact the following person:

Ms. L. Tyikwe

Tel: (012) 848 5325

E-mail: lumka.tyikwe@misa.gov.za

ANNEXURE A: MENU

EXAMPLE OF MENU: KINDLY NOTE THAT YOU ARE REQUIRED TO QUOTE FOR THIRY-FIVE OFFICIALS

BREAKFAST	Price
Fruit salad	

Yoghurt	
Croissants with the following fillings: <ul style="list-style-type: none"> • Cheese • Chicken mayo 	
Full English breakfast <ul style="list-style-type: none"> • Eggs • Bacon • Pork bangers • Beef bangers • Grilled tomatoe 	
100% Fruit Juice	

LUNCH	Price
Rice	
Steamed bread	
Grilled chicken	
Beef stew	
Grilled fish	
2 x cold salads	
2 x hot vegetables	
Assorted fizzy drinks and 100% Fruit Juice (cans)	

TOTAL QUOTE (INCLUSIVE OF VAT):

NB: The service provider must be able to cater for special Dietary needs e.g. Halaal, Kosher etc.

Specific menu will be made available as per the specific requirements of each meeting/occasion. This menu is merely for evaluation purposes; a detailed menu will be provided as per request.