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REQUEST FOR QUOTATION (RFQ)

REQUEST FOR A FRAMEWORK OR PANEL CONTRACT FOR RENDERING CATERING SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

RFQ	RFQ-2023-24-0042
RFQ ISSUE DATE	16 August 2023
BRIEFING SESSION	N/A
RFQ DESCRIPTION	REQUEST FOR A FRAMEWORK OR PANEL CONTRACT FOR RENDERING CATERING SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF TWENTY-FOUR (24) MONTHS
CLOSING DATE & TIME	21 August 2023 @ 11h00
LOCATION FOR SUBMISSIONS	rfqs@inseta.org.za

Bidders must submit responses via e-mail at: rfqs@inseta.org.za, before on the stipulated date and time. For any queries or questions, please use above mentioned email address.

The INSETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late and incomplete submissions will invalidate the quote submitted.**

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

Board Members: Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Business), Ms. L. van der Merwe (Business), Ms. R.G. Govender (Business), Ms. P. Mendes (Business), Ms. Z. Motsa (Business), Mr. R.P. Motshabane (Labour), Mr. M. Soobramoney (Labour), Mr. J.J.M. Mabena (Labour), Ms. S.A. Anders (Labour), Mr. C.B. Botha (Labour), Ms. S.T. Dinyake (Labour), Ms. F. Mabaso (Government), Mr. S.M. Mpuru (Community Organisation)

CEO: G. Mkhize

DETAILED SPECIFICATION

REQUEST FOR A FRAMEWORK OR PANEL CONTRACT FOR RENDERING CATERING SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

1. BACKGROUND

The Insurance Sector Education and Training Authority (INSETA) is a public entity listed in schedule 3A of the PFMA and was established in March 2000. The INSETA must, in accordance with any prescribed requirements to perform in accordance with the Skills Development Act (SDA), the Skills Development Levies Act (SDLA), the Public Finance Management Act (PFMA), any other relevant legislation and the Constitution.

INSETA is a Schedule 3A Public Entity in terms of the Public Finance Management Act No 1 of 1999, as amended (PFMA). This therefore implies that the INSETA must fully comply with all the requirements of the PFMA as well as the Irregular Expenditure Framework.

The objective of this request is to appoint framework or panel to provide catering services as and when required for a period of twenty-four (24) months.

2. SCOPE OF WORK

2.1 Catering services:

- 2.1.1 INSETA wishes to enter into a contract with not more than three (3) service provider to provide inhouse catering services for a period of 24 months.
- 2.1.2 The catering provider is expected to deliver catering service as and when required.
- 2.1.3 Provide the crockery and cutlery, excluding the furniture (tables, chairs)
- 2.1.4 The service provider must be able to provide for halal and vegetarian diet.
- 2.1.5 Be responsible for maintaining and cleaning the utilized serving areas upon completion of each event.
- 2.1.6 Ensure that all work performed, and all equipment used at INSETA facilities is 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 INSETA.

3. PREQUALIFICATION CRITERIA

- 3.1** Bidder must submit proof of registration on CSD (**Central Supplier Database**)
- 3.2** Bidder must submit proof of BEE

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4. MANDATORY REQUIREMENT

- 4.1. The bidder must provide certificate of accessibility signed and stamped by municipality or Chef Certification.
- 4.2. Bidder must provide 3 reference letters indicating and confirming services were rendered successfully from companies for similar services as stated in the scope of work. Reference must be on client letters, date (*not older than 3 years*), signed with contactable references.
- 4.3. Bidders must initial/sign each page of the RFQ document

Note: noncompliance with the mandatory criteria will result in automatic disqualification.

5. PRICING CONSIDERATIONS:

- 5.1 Service providers must ensure that the price quotations are inclusive of all applicable taxes **(including VAT)**. Costing must comprise of all the relevant services proposed in the bidder's submission. (*but not limited to*)

Description for menu	Rate per person up to 10 people	Rate per person for 11 - 20 people	Rate per person for 21 or more
	R	R	R
1. Sandwiches platter plain: (whole wheat and white-assorted)			
2. Sandwiches platter toasted (whole wheat and white-assorted)			
3. Fresh Croissant, butter/margarine, cheese, and jam			
4. Scones, butter/margarine, cheese, jam, and cream			
5. Assorted Fresh Muffins			
6. Fresh fruit platter			
7. Cheese platter:			
8. Cold meat platter. Ham, Salami, Bacon, Peperoni, Pastrami, and turkey			
9. Sea food platter			
10. Vegetarian platter: Samosas, Wraps, Fish bites, Creamy Potato croquettes sticky, Puffs vegetables fritter and Grilled Mushroom and Cheese tart sweet corn and chive, Spinach and Vegetarian burger.			
11. Executive finger lunch platter: Rosemary Chicken drumstick, BBQ Grilled Chicken Wings, Lemon and herbs Chicken Skewers, Sticky Lemon Chicken nuggets, Lamb Meatballs, Pepper dew chicken or beef kebabs and Meat wraps.			

Description for menu	Rate per person up to 10 people	Rate per person for 11 - 20 people	Rate per person for 21 or more
	R	R	R
12. Hot Meal Meal: Chicken or beef or mutton or fish 2X vegetables 1X salad Rice or pap or samp or roasted potatoes			
13. Break Fast: Yoghurt Muesli, all bran Eggs Sausage/bacon Tomato Mushrooms Scones, croissants, burns (whole wheat and white Cold meat (ham, turkey, pastrami) Cheese platter (butter/margarine, cheese, and jam)			
14. Yoghurt: Muesli, all bran			
15. Sweet and Savory Snack Tray			
16. Cakes: Baked cheesecake peppermint tart, milk tart, carrot cake or black forest cake			
17. Assorted Refreshment (soft drinks)			
18. Delivery			
SUB TOTAL			
VAT @15%			
ANNUAL ESCALATION PERCENT %			
TOTAL			

NB: INSETA will, at times require spit braai, event decoration and the specification for such service will be sent to the awarded panel for quotation.

Menu can differ from the abovementioned menu at times.

Price must include all loses/ break of crockery while catering.

INSETA might on its own discretion request food testing from service providers who make it to the price and specific goals as part of the process for this RFQ

The following will be looked at:

1. Food presentation
2. Taste
3. Waiter

5.2 CONTRACTUAL OBLIGATION

- 5.2.1 Contract duration 24 months for services as and when required.
- 5.2.2 All prices indicated in the pricing schedule must remain fixed for the period of the contract.
- 5.2.3 The contract will be capped a maximum contract value of R1000 000,00 including VAT.
- 5.2.4 SBD 7.2 will be the standard contract used for contract and the bidders approved proposal will be an Annexure to the contract.
- 5.2.5 The service provider's quotation must also provide sufficient detail in terms of various cost items such as total "man" hours and daily rates for the project team.
- 5.2.6 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 5.2.7 The successful bidder will be required to have adequate professional indemnity as well liability insurance in place **(upon parties contracting)**

6. ADJUDICATION USING A POINT SYSTEM

- 6.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 6.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 6.3 In the event that two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 6.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 6.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

7. POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

$$Ps = 80 \{1 - \frac{(Pt - P \text{ min})}{P \text{ min}}\}$$

Where:

- Ps = Points scored for comparative price of bid under Consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

8. B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

Table 1: Specific goals for the RFQ or bid process and points claimed are indicated per the table below.

Where either the **90/10** or **80/20** preference point system is applicable, corresponding points must also be indicated as such. The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	A number of points were claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 80-100% black owned-: Ownership	10	20		
Enterprise with ownership of 80-100% women-owned-: Ownership	10	20		
Enterprise with ownership of 50-79% black owned-: Ownership	9	18		
Enterprise with ownership 50-79% women-owned-: Ownership	9	18		
Enterprise with ownership of less than 50% black owned or women-owned-: Ownership	6	14		

- 8.1** Bidders who qualify as EME's and QSE's in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.
- 8.2** Bidders other than EME's or QSE's must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by SANAS.
- 8.3** A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 8.4** A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 8.5** Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

9. Consortium

9.1 A consortium is an association of two or more individuals, companies, organisations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.

9.2 A consortium requires that each participant retains its separate legal status and the consortium's control over each participant is generally limited to activities involving the joint endeavor, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.

9.3 In a consortium, only the lead bidder's credentials both in terms of financial and technical qualifications are considered. Therefore, the interpretation and application to an RFQ/Bid process are such that the lead partner is identified, and the following requirements are required as follows:

a) **Lead Partner**

- All administrative documents (consortium agreement between the lead partner and the partner)
- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfills the requirements of the bid through the combination of skills)

b) **Partner**

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4

9.4 It should be taken into cognisance that although the lead partner is the qualifying entity, the partner should prove that it can do business with state-owned entities, through CSD registration, proof that the taxes are compliant, its level of BBBEE status in order to align with the BBBEE status level required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury. The foregoing ensures compliance from an SCM process perspective that the consortium is in order. Of importance is that in a consortium, each individual team members retain their identities.

10. A joint venture

A joint venture is a business entity created by two or more parties, generally characterized by shared ownership, returns and risks, and shared governance.

10.1 **Unincorporated joint venture:**

- 10.1.1 All SCM documents are filled in by the joint venture in the name of the joint venture, although the submission of administrative documents (partnership agreement between parties) will be completed in the name of

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the joint venture, and the following will be required from both parties, amongst others

- a) SBD 4
- b) SBD 6
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.

10.2 Incorporated joint venture

10.2.1 This aligned to a registered entity or company. A registered entity/ company with a consolidated BBBEE certificate and a bank account in the name of the Joint venture. The required compliance documents must be complete by the entity/ company the name of the joint venture, and the following will be required amongst others

- a) SBD 4
- b) SBD 6
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.

10.2.2 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder 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 bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

10.3 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

11. COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employees of INSETA in respect of a RFQ, between the closing date and the date of the award of the business.

All enquiries relating to this RFQ should be emailed three days before the closing date.

12. CONDITIONS TO BE OBSERVED WHEN RFQING

INSETA does not bind itself to accept the lowest or any RFQ, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and

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delivery of his RFQ. INSETA reserves the right to accept a separate RFQ or separate RFQs for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the RFQ at any stage.

No RFQ shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed. Quotation shall remain open for acceptance by the Corporation for a period of **90 days** from the closing date of the RFQ Enquiry.

INSETA reserves the right to:

- 12.1 Not evaluate and award RFQs that do not comply strictly with this RFQ document.
- 12.2 Make a selection solely on the information received in the RFQs and Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this RFQ.
- 12.3 Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
- 12.4 Award a contract to one or more bidder(s).
- 12.5 Accept any RFQ in part or full at its own discretion.
- 12.6 Cancel this RFQ or any part thereof at any time as prescribed in the PPPFA regulation.
- 12.7 Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs.

13. Cost of Bidding

The bidder shall bear all costs and expenses associated with preparation and submission of its RFQ or RFQ, and the INSETA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

END OF RFQ DOCUMENT

Annexed to this document for completion and return with the document:

- Bidders' disclosure (SBD 4)
- Preference Points Claim Form (SBD 6.1)
- General Conditions of Contract (GCC)

Non – compliance in returning above mentioned documents, will deem the bid submission as nonresponsive.