REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	**RFP150/2026.**
COMPULSORY BRIEFING SESSION DETAILS:	**04th of September 2026** **Time: 10:00am** **MS TEAMS LINK: Briefing Session Link-click here**
CLOSING DATE:	**18th of September 2026**
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	The tender offer validity period is 120 calendar days from the closing time for submission of Tenders. Tenderers non-acceptance of subsequent validity extensions will result in tenderers exclusion from process, whilst the process will continue to conclude.
DESCRIPTION OF BID:	APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR CANTEEN/CATERING SERVICES AT DBSA CANTEEN OVER 5 YEARS PERIOD.
BID DOCUMENTS ELECTRONIC SUBMISSION:	**ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** ➢ Bidders are required to submit written requests for clarification via e-mail to **Tumim@dbsa.org** **ONLY,** quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before the submission date. ➢ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➢ Written requests for clarification will be considered up to and Including **15th of September 2026 16:00** Johannesburg time. Requests received after this date may not be attended to. ➢ Any requests after the stipulated date and time may be disregarded. **NB: Electronic submission is encouraged for all bidders interested in this tender.** **Closing date of this RFP150/2026 is 18th of September 2026 before 23:55PM.** **No physical bids will be received or accepted at the DBSA offices**
NAME OF BIDDER:	
CONTACT PERSON:	

EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

BID NUMBER: **RFP150/2026.**

DESCRIPTION: **APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR CANTEEN/CATERING SERVICES AT DBSA CANTEEN OVER 5 YEARS PERIOD.**

COMPULSORY BRIEFING: **4th of September 2026** Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK : Briefing Session Link-Click Here

Time: 10H00am Johannesburg time **(Microsoft Teams)**

Closing time for requests for the OneDrive Link and Queries– 16H00 on the 15th of September 2026 (Telkom Time)

BID SUBMISSION CLOSING DATE: 18th of September 2026

CLOSING TIME: 23H55PM

Submission format (OneDrive)

a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.

b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.

c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.

d) It is therefore the responsibility of the bidder to request for a link to participate.

e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidder's computer, network, or internet service provider (ISP)

BID SUBMISSION LINK REQUESTS:

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED). BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? **[TICK APPLICABLE BOX]**	**YES**		**NO**	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD **[TICK APPLICABLE BOX]**	**YES**		**NO**	

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES/WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
1..1.3	**SIGNATURE OF BIDDER**	
1..1.4	**DATE**	
1..1.5	**FULL NAME OF AUTHORISED REPRESENTATIVE**	
1..1.6	**CAPACITY UNDER WHICH THIS BID IS SIGNED** **(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)**	

CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)**
1.3.	**SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.**
1.4.	**WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.
2.2	SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	SA BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.
2.6	WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

- Tick in the relevant block below;
- Ensure that the following documents are completed and signed where applicable; and
- Use the prescribed sequence in attaching the annexures that complete the Bid Document

NB: Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES	NO	
☐	☐	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
☐	☐	**Part A:** Invitation to Bid
☐	☐	**Part B:** Terms and Conditions of Bidding
☐	☐	**Part C:** Checklist of Compulsory Returnable Schedules and Documents
☐	☐	**Part D:** Conditions of Tendering and Undertakings by Bidders
☐	☐	**Part E:** Specifications/Terms of Reference and Project Brief
☐	☐	**Annexure A:** Price Proposal Requirement
☐	☐	**Annexure B:** SBD4 Declaration of Interest
☐	☐	**Annexure C:** SBD6.1 and B-BBEE status level certificate
☐	☐	**Annexure D:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation.
☐	☐	**Annexure E:** Certified copies of latest share certificates, in case of a company.
☐	☐	**Annexure F: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.
☐	☐	**Annexure G:** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
☐	☐	**Annexure H:** General Condition of Contract
☐	☐	**Annexure I:** CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;

1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;

1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.

1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.

1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.

1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.

1.7 **Companies Act** means the Companies Act, 2008.

1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.

1.9 **Closing Time** for the OneDrive Link submissions – 16h00 on the 26 August 2024 (Telkom Time)

1.10 **DBSA** means the Development Bank of Southern Africa Limited.

1.11 **DFI** means Development Finance Institution.

1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).

1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.

1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

1.15 **PFMA** means the Public Finance Management Act, 1999.

1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this P art C.

1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference s ource not found.** of this Part C, as prescribed by the PPPFA.

1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.

1.22 **SARS** means the South African Revenue Service.

1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.24 **SLA** means Service Level Agreement.

1.25 **SOE** means State Owned Enterprise, as defined by the Companies Act.

1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.

1.27 **State** means the Republic of South Africa.

1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.30 **Website** means a website administered by DBSA under its name with web address **www.dbsa.org**

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

2.1 "includes" or "including" means includes or including without limitation; and

2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: **Tumim@dbsa.org**

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: 04th of September 2026- Tender briefing will be done online via Microsoft teams.

LINK : Briefing Session Link-click here

Time: 10H00am Johannesburg time **(Microsoft Teams)**

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number to request a submission link in writing to Tumim@dbsa.org.

Tender Submission Deadline:

CLOSING DATE: 18th of September 2026

CLOSING TIME: 23H55pm

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

5.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

5.4 The rules contained in this RFP Part C apply to:

5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.

5.4.2 the Tendering Process; and

5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

6.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP, or the Tendering Process must keep the contents of the RFP and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to tumim@dbsa.org

11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (**tenders@dbsa.org**)

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved;

15.2.2 how the subject of the complaint affects the organisation or person making the complaint;

15.2.3 any relevant background information; and

15.2.4 the outcome desired by the person or organisation making the complaint.

15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA,
and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is

for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

18.1.3 ensuring that their Bids are accurate and complete;

18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 submitting all Compulsory Documents.

18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or affect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidder's Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidder's participation or involvement in any stage of the Tendering Process is at the Bidder's sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidde'rs participation in the Tendering Process, including without limitation, instances where:

22.2.1 the Bidder is not engaged to perform under any contract; or

22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

23.1.1 as required by law;

23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights of any intellectual property contained in the Bids.

24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 120 (one-hundred and twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 **First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but is? not limited to;

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders. Folder 1 – Prequalifying & Functionality proposal Folder 2 - Price or financial proposal	**Pre-Qualifier**	Y
2	Compulsory Briefing _MS Teams	**Pre-Qualifier**	Y
3	**Health Certificate (Certificate of Acceptability)** Valid copy of Health Certificate (Certificate of Acceptability) from the local municipality (bidding entity or owner). NOTE: • Failure to provide this document will result in automatic disqualification	**Pre-Qualifier**	Y

	DBSA reserves the right to verify authenticity of the document submitted from the issuing Municipality's Environmental Health Department		
4	**The bidder to provide certified qualifications of the proposed team members at the relevant NQF levels, recognized by SAQA, QCTO, or CATHSSETA, as follows**: • Executive Chef – Minimum NQF Level 6 qualification in Professional Cookery, Culinary Arts, or Hospitality Management • Site Manager – Minimum NQF Level 5 qualification in Hospitality Operations Management, Catering Management, or Food & Beverage Supervision • Barista – Minimum NQF Level 3 National Certificate in Food & Beverage Services or Barista Skills • Cook – Minimum NQF Level 5 qualification in Professional Cookery or Culinary Arts • First Aider – Accredited Occupational First Aid Certificate Foreign qualifications are to be subjected to the same process of SAQA. DBSA reserves the right to verify authenticity of the submitted document The bidder is required to comply with all the above requirements. Failure to comply will result in a non-compliant	**Pre-Qualifier**	Y
5	**Operational office location requirements:** Only bidders with operational offices located within Gauteng Province will be eligible for site inspection evaluation. Bidders that do not meet this requirement will be deemed non-responsive and will not be considered further in the procurement process. Bidder to provide Proof of Evidence (PoE): Bidders must submit proof of an operational office within Gauteng Province in the form of a valid lease agreement, or municipal account, or utility bill (not older than three months), or title deed, or other acceptable documentary evidence confirming the physical business address. (i.e. Current CIPC documentation reflecting the Gauteng business address)	**Pre-Qualifier**	Y

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

	C. Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered to do business with the DBSA.	7 days	Y
4	A Tax Pin issued by SARS.	7 days	Y
5	Valid letter of good standing of Compensation for Occupational Injuries and Diseases Act (COIDA).	48 hours	Y

Only those Bidders which satisfy all the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria of the First Stage will not be evaluated further.

26.1.2 **Second Stage –Technical/Functional criteria**

Only those Bidders who meet the minimum score (70) or above out of 100 of the technical requirements will proceed to pricing evaluation (third Stage). Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable. Bidders will be assessed on the functionality criteria (Second Stage) as set out in this RFP.

26.1.3 **Third Stage – price**

26.1.3.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functionality Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.

26.1.3.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

26.2 **NB: Bidders are required to submit, as Annexure G to their Bids, any documentation which supports the responses provided in respect of the functionality Criteria above.**

27. Risk Analysis and Objective Criteria

Risk Analysis and Objective Criteria *(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)*

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the

award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process include:

i. Any bidder that has a cumulative order book totalling 5 Awards with outstanding value, may be excluded from further evaluation.
ii. Where a bidder has 5 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
iii. Where a bidder has 5 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.
iv. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

a. Judgements and criminal convictions

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

b. Pending litigation/liquidation/business rescue (distinct from Working Capital)

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

c. Performance

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

d. Reputational harm

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

e. Restricted/Blacklisted

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

f. **Vetting**

The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

g. PEP Checks for both Companies and Individual directors, as well as Procure Check and/or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to

a. Financial stability of the bidder based on key ratio analysis ;
b. Efficiency;
c. Profitability;
d. Financial Risk;
e. Liquidity;
f. Acid Test;
g. Solvency; and
h. Commercial relationship with a politically exposed and brand risk.

i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

29. Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA employees.

30. STATUS OF BID

30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

30.2 A Bid must not be conditional on:

30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.

30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.

30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.

30.2.4 the Bidder obtaining the consent or approval of any third party; or

30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

31.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

31.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

32. DISCUSSION WITH BIDDERS

32.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

32.4.1 conduct a site visit, if applicable.

32.4.2 provide references or additional information; and/or

32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

33.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

33.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

34. NO OBLIGATION TO ENTER INTO CONTRACT

34.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

35. BIDDER WARRANTIES

35.1 By submitting a Bid, a Bidder warrants that:

35.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

35.1.2 it did not use the improper assistance of DBSA employees or information unlawfully obtained from them in compiling its Bid;

35.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

35.1.4 it accepts and will comply with the terms set out in this RFP; and

35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

36.1.1 cease to

36.1.2 in the Tendering Process.

36.1.3 require additional information or clarification from any Bidder or any other person;

36.1.4 provide additional information or clarification.

36.1.5 negotiate with any one or more Bidder;

36.1.6 call for a new Bid.

36.1.7 reject any Bid received after the Closing Time; or

36.1.8 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

37.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

37.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

37.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

PART E

Terms of Reference

APPOINTMENT OF A CREDIBLE SERVICE PROVIDER FOR CANTEEN/CATERING SERVICES AT DBSA CANTEEN OVER 5 YEARS PERIOD.

August 2026

TECHNICAL SPECIFICATION

1 INTRODUCTION AND BACKGROUND

DBSA has varied equipped operational canteen and catering facilities on its premises. It also has a culturally diverse staff complement and with diverse catering needs including those of various religious and ethnic groups. A variety of fresh foods and drinks that are prepared daily and complete meals that are prepared onsite must be offered.

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

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

2 SCOPE OF WORK REGULATORY REQUIREMENTS

Bidders must provide Canteen and Catering services in compliance with the following:

2.1 Food Handlers Regulations, Abattoir Regulations and the Occupational Health and Safety Act 85 of 1993.
2.2 Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972.
2.3 National Health Act, 2003 (Act 61 of 2003)
2.4 Agricultural Products Standards Act 119 of 1990
2.5 Meat Safety Act 40 of 2000 (Dept of Agriculture)
2.6 The International Health Regulations Act 28 of 197
2.7 All applicable SABS requirements
2.8 The bidder will also ensure that he/ she complies with all relevant local authority by-laws in terms of trading licenses.
2.9 Occupational Health and Safety Act and any Regulations.
2.10 Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters (R638 of 2018)
2.11 Regulations Relating to the Labelling and Advertising of Foodstuffs (R146 of 2010)
2.12 Business & Consumer Laws _Consumer Protection Act 68 of 2008: Ensures safe, quality food to customers
2.13 Environmental / Waste _National Environmental Management: Waste Act 59 of 2008
2.14 Standards / Food Safety Systems _HACCP (Hazard Analysis Critical Control Point) and SANS 10049 / SANS 22000 (food safety systems)

3 SCOPE OF SERVICES

Currently the Canteen Services rendered are to approximately 800 employees, contractors, students ,clients, and freelancers with a varying number of visitors of diverse cultural, ethnic and religious groups who regularly use the canteens, ranging from a cup of coffee to a full lunch daily.

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

3.1 Various types of food services to be offered such as but not limited to the following:

- Pre-packed fresh food
- Hot and cold dishes
- Nutritionally balanced meals
- Vegetarian choices
- Snacks and Sweets
- Various Fruits
- Various Salads
- Desserts
- Cakes and Pastries
- Vending Machines

4 General Operating times

The general operating days are Monday to Friday, excluding weekends and public holidays. The general operating hours are from 07:00 to 16:30.

4.1 Canteen Services Daily catering for staff

The average number of employees utilizing the DBSA canteen on a daily basis range between 200 – 300 . The DBSA staff pays the service provider directly for their orders on cash basis. The daily requirements are as follows:

4.1.1 Breakfast

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

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

4.1.2 Lunch

Lunch must be served from 12:00 until 14:00 (seated and take-away).

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

4.1.3 Health Bar

Health Bar must operate from 07:00 until 15:30

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

4.1.4 Coffee shop

Coffee Bar must operate from 07:00 until 15:30

The Coffee Bar will be in the coffee shop and must serve all hot beverages such as coffee and tea, etc.

4.2 Catering for functions and meetings:

The Contractor may be required, to assist with the coordination and execution of internal events, including but not limited to meetings, conferences, seminars, and corporate functions. For the avoidance of doubt, such services are not automatically included in the scope of work and shall only be provided where specifically requested and approved by DBSA in writing. Where authorized, the Contractor shall source and manage the necessary external service providers required for the event. Any costs incurred without prior written approval from DBSA will not be recoverable from DBSA.

This assistance will include the hiring and management of necessary external service providers for the following:

- Audio Visual Equipment: Arranging for and overseeing the rental and setting up of any necessary audio-visual equipment (e.g., microphones, projectors, screens, etc.) to ensure successful event delivery.
- Sound Systems: Coordinating with audio specialists to provide appropriate sound systems for presentations, speeches, and entertainment.
- Staging and Set-Up: Managing the setup of event staging and ensuring that the event space is adequately prepared for the specific needs of each function.
- Entertainment: Sourcing and arranging entertainment options, such as musicians, speakers, or performers, to enhance the event experience.
- Guest Speakers: Assisting with the booking and logistical arrangements for guest speakers, ensuring they have everything required for their presentation (e.g., transportation, accommodation, technical requirements, etc.).
- Decorations: Managing the hiring and placement of event-specific décor, including flowers, banners, backdrops, and any other necessary items to create an appropriate atmosphere for the event.
- Additional Event Requirements: Coordinating any other services, equipment, or

resources necessary to ensure the seamless execution of the event, as per DBSA's requirements.

4.3 Canteen Facilities

The service provider will be required to ensure that the facilities are always kept clean and tidy and ready for use when needed.
Conduct a monthly comprehensive deep cleaning of the kitchen area and equipment and provide cleaning report.
All Catering facilities are to be used exclusively for the preparation of catering for consumption by DBSA personnel, contractors and guests, i.e. facilities cannot be used for external functions.

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

DBSA to also provide:
•Electricity
•Water points
•Geyser
•Refrigeration
•Fire certificate - a yearly Certificate to be provided to Facilities Management.
•Fat trap cleaning monthly
•Canopy cleaning must be done quarterly and provide proof to Facilities Management under SANS 1850:2014, at least every 6 months. Certificate to be submitted to Facilities Management.

The DBSA shall be responsible for the following: Proof of Maintenance and Payment to be submitted to Facilities Management Unit of the DBSA
•Gas refill - as and when needed
•Safe disposal of oil

4.3.1 Canteen Facilities Location

Main Staff Canteen
VA canteen
Lapa

4.3.2 Types of Facilities in the Canteens

The DBSA is offering the canteen facilities on a non- lease/rental basis for a period of five (5) years. The DBSA will be responsible for the maintenance of all its canteen facilities throughout the contract period. The successful bidder shall provide adequate equipment, cutlery and crockery to serve the target population as indicated by the DBSA. All the canteens' facilities are equipped with the following:

Type of Facility/Area	Purpose of Use	Quantity
Refectory/ Canteen	Eating area for staff/customers	1
Main Kitchen	Sustenance and foodstuffs preparation	2
Delivery Entrance	Delivery entrance for catering purchases	1
Health Bar	Selling healthy food	1
Coffee Shop	Tea, coffee and soft drinks service at the reception	1
Admin Office	Administration office for catering service	1
Vending Machines	Selling snacks and drinks	4
Deep Freezer/Refrigerator	Keeping food stuffs	1
Change Rooms	For use by catering staff	2
Storeroom	Storage for catering equipment	1
Service Area	Preparation of coffee, tea and other soft drinks for staff	1

4.4 Resource Requirements

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

Description	Quantity
Executive Chef	1
Head Chef	1
Cashier	2
Head Waiter (Executive Kitchen)	1
Waiter	5
Cook	1
Barista (coffee shop)	2
Junior Chef	1
Main Kitchen Scullery	1
Admin Staff	1
Front Shop Assistant	1
Site Manager	1
Stores	1

5 POSSIBLE FOOD MENU (not limited to) the following:

5.1 For The Canteen Services

DESCRIPTION
BUFFET BREAKFAST (incl. Cereals)
BUFFET BREAKFAST (excl. Cereals)
SANDWICHES (TOASTED OR PLAIN) with different fillings
Cheese
Cheese and Tomato
Cheese and Ham
Cheese, Ham and Tomato
Bacon
Bacon and Egg
Bacon, Egg and Cheese
Bacon, Egg, Cheese and Tomato
Salami and Cheese
Chicken Mayonnaise
Tuna Mayonnaise
Mince and Cheese
Other

ROLLS
Roast Beef and Mustard
Cheese, Ham and Tomato
Cheese
Salami and Cheese
Egg Mayonnaise
Chicken Mayonnaise
Tuna Mayonnaise
Avocado and Cheese
Russian Roll
Hotdog
Chip Roll
Fish and chips Roll

BURGERS
Hamburger
Cheeseburger
Egg Burger
Cheese and Egg Burger
Bacon and Egg Burger
Dagwood
Chicken Burger
FRIES
Chips Regular size
Russian
Assorted _SOFT DRINKS
330ml (e.g. Coke, Sprite, Fanta, Stoney)
500ml (e.g. Coke, Sprite, Fanta, Stoney)
Grapetiser, Appletiser (330ml)
Liquifruit (330ml)
Ice Tea (330ml)
Ice Tea (500ml)
Energy Drinks (500ml)

Mineral Water (500ml)
Fruit Juices 330ml
DESCRIPTION
HOT BEVERAGES (VARIOUS)
Filter Coffee
Tea
Hot Chocolate
Espresso
cappuccino
Latte
PASTRIES AND CAKES (VARIOUS)
Cake per slice
Pastries
Muffins
Croissants
Scones
OTHER
Soup 250ml
Yoghurt 175g
Seasonal Fruit Salad 500g
Salad Platter
Sweets, Chip, Gums and Chocolates and various snacks
Other
LUNCH DAILY MEALS:
Item
Starch grams (i.e. rice, samp, dumpling ,potatoes, chips ,pap ,etc.) 80g -150g
Hot Vegetable
Cold Vegetables (salad) variety
Protein (fish, Salmon ,etc. 150g)
Protein (Chicken) 180g-250g - with and without bones
Protein (Beef) 150g- with and without bones
Protein (Lamb Chops) 200g
Protein (Pork Chops) 200g
Protein (Wors)

Beef Stew/ Curry
Chicken Stew/ Curry
Lamb Stew/ Curry
Vetkoek and Mince
Dessert -100g

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

5.2 For The Catering Services

Provision of the following services on an “as and when” required basis

4.2.1	SCOPE OF SERVICE:
	Provision of snacks, drinks and beverages for internal meetings, according to the following menu options: o Option 1: Tea/ Coffee/ Water (minimum lead time of 1 working hour) or as in when requested o Option 2: Tea/ Coffee/ Water/ Biscuits (minimum lead time of 1 working hour) o Option 3: Tea/ Coffee/ Water/ Sandwiches (minimum lead time of 4 working hours) o Option 4: Tea/ Coffee/ Water/ Pastries (minimum lead time of 4 working hours) o Option 5: Tea/ Coffee/ Water/ Cold drinks/ Finger lunch (minimum lead time of 12 working hours) o Option 6: Tea/ Coffee/ Water/ Cold drinks/ Executive Finger lunch (minimum lead time of 12 working hours)

6 ADDITIONAL GENERAL CONDITIONS

6.1	PREPARATION AND STANDARDS:
6.1.1	The quality of food served must be in line with all the acceptable food industry standards and should follow all the applicable Laws, Rules and Regulations.
6.1.2	The food preparation and serving methods and areas must meet all applicable hygiene standards to avoid any health hazards.
6.1.3	The meals/ beverages served must be of good, attractive and of high-quality standards prepared from fresh raw materials in a clean and hygienic manner.

6.1.4	The successful bidder will be responsible for general cleanliness of the operational areas at his/her own cost. The successful bidder will also be responsible for general cleanliness of the seating areas.
6.2	STAFF:
6.2.1	The successful bidder is to provide its own experienced management and staff and shall ensure that all staff is adequately trained and/or undergo training according to a suitable training program during the duration of the 5-year contract.
6.2.2	The staff employed by the successful bidder must be neatly dressed in appropriate uniform, taking into consideration food, health and safety supplied by their employer, so that the staff can be clearly identifiable when on duty. DBSA reserves the right to order the immediate removal of staff members, that does not adhere to this requirement.
6.2.3	The successful bidder shall at his/ her own expense ensure that all staff are medically examined bi- annually. These bi-annual certificates must be submitted to the DBSA representative on the dates such as mutually agreed upon awarding of the contract.
6.2.4	The successful bidder is to submit training and medical fitness certificates from Department of Health within 14 days after the award of the tender. All personnel of the successful bidder must be free from any contagious and/infectious diseases while at the premises providing the service.
6.2.5	The successful bidder should ensure that all the catering staff are always clean and presentable. Frequent inspections will be carried out by the DBSA Wellness Department.
6.2.6	The successful bidder should provide all staff with adequate and appropriate Personal Protective Equipment (PPE) to be worn at all times when delivering the services.
6.2.7	The successful bidder must ensure that his/her personnel at the DBSA site are earning adequate wages as prescribed by law
6.2.8	The appointed service provider shall be required to submit, monthly, a mock schedule or plan detailing the chefs' duties, assignments, and roster arrangements
6.3	INDUSTRIAL RELATIONS:
6.3.1	The successful bidder must comply with all relevant employment legislations. The successful bidder must submit proof with his or her tender that his or her personnel are paid wages, in line with the Hospitality Sector as prescribed by law.
6.4	MANAGEMENT OF THE FACILITIES:
6.4.1	DBSA Facilities Management Unit will manage the facilities and monitor the prices charged by the successful bidder.
6.4.3	All furniture and fittings added by the successful bidder must be of the same or better quality and

	aesthetics compliments the rest of DBSA's premises.
6.4.4	The successful bidder will be responsible for repairs to their equipment that in use on the premises. The DBSA will only be responsible for its equipment in use on the premises.
6.4.5	The successful bidder shall provide adequate equipment, cutlery and crockery to serve the target population as indicated by the DBSA.
6.4.5	Upon commencement of Service Provider operations, the parties shall conduct a joint inventory and condition survey of the equipment, furnishings, and fixtures included with the premises occupied and used by the Service Provider and make a written record thereof, with each party indicating by authorized signature its acceptance of said written record
6.5	OFF-SITE PREPARATION FACILITY:
6.5.1	The DBSA reserves the right to inspect the off-site preparation facility of the successful bidder on a regular basis, without prior notice.

7 SECURITY AND VETTING

It is the responsibility of the successful bidder to ensure that DBSA is informed of the appointment of new staff throughout the contract period, to ensure vetting is done timeously.

The successful bidder's staff shall be required to conform to the security regulations applicable to the staff of the DBSA. The DBSA shall provide details of its security processes and procedures to the successful bidder on commencement of the contract.
The staff will be required to wear ID cards in a visible manner, always while on the premises.

8 CONTRACT PERIOD

The successful service provider/s will be appointed for a period of five, (5) years.

9 PRICING FOR THE CANTEEN SERVICES

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

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

Total contract pricing broken down by component as per the Pricing Schedule and including line items. Fixed pricing for each section as defined in this document.
Prices offered shall remain fixed for a year and reviewed annually.

10 ANNEXURES

10.1 Costing Model included with this RFP: Annexures

Service providers must provide detailed costing comprises of:

- Annexure A –A detailed cost breakdown

11 KEY PERFORMANCE AREA EVALUATION (KPAS) FOR SUPPLIER RELATIONSHIP MANAGEMENT (SRM).

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

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

11.2.1 Attendance of scheduled meetings.

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

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

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

11.2.5 Submission of safe fat waste disposal certificate

11.2.6 Canteens operational times

Monday to Friday, excluding weekends public holidays.

- Breakfast is served from 07:30 until 10:00
- Lunch is served from 12:00 until 14:00 (seated and takeaway).
- Health Bar operates from 07:30 until 15:30
- Coffee Bar operates from 07:30 until 15:30

11.2.7 Variety of meals

- A variety of full breakfast items, hot and cold beverages, breads, croissants, pastries as well as a variety of fresh fruits and yoghurts are served daily.
- Buffet style lunches with meal/s of the day. A variety of "À la carte" options which can include but not be limited to warms dishes, soups and sandwiches (burger type, toasted, plain or open sandwiches) are served daily.

11.2.8 Food Safety and Quality Standards

- The quality of foods served is in line with all the acceptable food industry standards and complies with all the applicable Laws, Rules and Regulations.
- The meals/ beverages served are of high-quality standards prepared from fresh raw materials in a clean and hygienic manner.

- The food preparation and serving methods and areas must meet all applicable hygiene standards to avoid any health hazards.
- General adherence to Health and Safety Standards.

11.2.9 Supply of environmentally friendly cutlery and adequate packaging with takeaway meals.

11.2.10 Provision of adequate equipment, cutlery, and crockery for function catering and for seat-in dinners

11.2.11 Timeous reporting of required maintenance and repairs to the facilities and equipment through maintenance (provide SAP report no.)

11.2.12 Prices remain firm and standardized for the agreed duration and are not unilaterally changed.

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

12 TENDER RESPONSE FORMAT

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

12.1 Technical Response

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

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

12.2 Pricing Breakdown Model

12.2.1 All goods or services must be specified, broken down into individual elements on a Bill of Materials (BOM) and the pricing of each, specified on hard copy (paper copy) and in soft copy (Excel format). Submitted electronically via OneDrive link issued by DBSA on a separate folder.

12.2.2 Bidders must provide a detailed cost breakdown by pricing all items for the delivery of a total solution as per the specification. All deviations should be stipulated as options with the indicative unit prices.

12.2.3 Supplier must provide the product specifications of the product or service of the items priced.

12.2.4 Bidders must submit unit and total pricing in SA Rands (Excluding VAT), and where applicable, use the foreign currency rate below to calculate the Rand value. Use Annexure B(2) to indicate the total amount subject to exchange rate variation.

13 Administrative Requirements

No.	Requirement	Description
13.1	Tax Pin	Proof of tax pin compliance demonstrating that the bidder meets SARS requirements.
13.2	Registration on Central Supplier Database (CSD)	Bidder must be registered on the National Treasury Central Supplier Database.
13.3	Company Registration Documents	Copies of official registration documents as proof of legal entity status.
13.5	SBD 1	Invitation to Bid
13.6	SBD 3.1	Pricing Schedule- prices should be firm for period of five years
13.7	SBD 4	Declaration of Interest
13.8	SBD 6.1	Preference Points Claim Form
13.9	GCC Acknowledgment	Acknowledgment of the General Conditions of Contract

14 EVALUATION CRITERIA

14.1 REQUIRED MANDATORY DOCUMENTS - FIRST PHASE

			Bidders to indicate Compliance and submit evidence/proof	
No.	Mandatory Criteria	Required proof / Evidence		Supporting

			Yes/No	evidence (refer to page number or Annexure)
1	Health Certificate (Certificate of Acceptability)	Valid copy of Health Certificate (Certificate of Acceptability) from the local municipality (bidding entity or owner). NOTE: • Failure to provide this document will result in automatic disqualification DBSA reserves the right to verify authenticity of the document submitted from the issuing Municipality's Environmental Health Department		
2	Proof of COIDA compliance (Compensation Fund)	Bidder to submit valid Letter of Good Standing with Compensation Commissioner (COIDA) from Department of Employment and labour NOTE: • Failure to provide this document will result in automatic disqualification DBSA reserves the right to verify authenticity of the submitted document.		
3	Proposed Personnel	The bidder to provide certified qualifications of the proposed team members at the relevant NQF levels, recognized by SAQA, QCTO, or CATHSSETA, as follows: • Executive Chef – Minimum NQF Level 6 qualification in Professional Cookery, Culinary Arts, or Hospitality Management • Site Manager – Minimum NQF Level 5 qualification in Hospitality Operations Management, Catering Management, or Food & Beverage Supervision • Barista – Minimum NQF Level 3 National Certificate in Food & Beverage Services		

		or Barista Skills • Cook – Minimum NQF Level 5 qualification in Professional Cookery or Culinary Arts • First Aider – Accredited Occupational First Aid Certificate Foreign qualifications are to be subjected to the same process of SAQA. DBSA reserves the right to verify authenticity of the submitted document The bidder is required to comply with all the above requirements. Failure to comply will result in a non-compliant		
4	Geographical operation	Only bidders with operational offices located within Gauteng Province will be eligible for site inspection evaluation. Bidders that do not meet this requirement will be deemed non-responsive and will not be considered further in the procurement process Bidder to provide Proof of Evidence (PoE): Bidders must submit proof of an operational office within Gauteng Province in the form of a valid lease agreement, or municipal account, or utility bill (not older than three months), or title deed, or other acceptable documentary evidence confirming the physical business address. (i.e. Current CIPC documentation reflecting the Gauteng business address)		

NON- SUBMISSION OF MANDATORY DOCUMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION.

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

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

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

14.2 Functionality Evaluation

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

14.2.1 The tender submission will be technically evaluated out of 100 points.

14.2.2 A minimum threshold of 70 out of a maximum of 100 has been set.

14.2.3 All bidders achieving less than the set threshold will be declared non-responsive and will be eliminated from further evaluation, Site Inspection.

14.2.4 A minimum threshold of 70 out of a maximum of 100 has been set for site inspection.

14.2.5 All bidders achieving less than the set threshold will be declared non-responsive and will be eliminated from further evaluation, Price and Specific Goals.

14.2.6 DBSA further reserves the right not to award this RFP to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the DBSA.

14.3 Functionality Evaluation:

Evaluation area	Evaluation Criteria	Min Points	Max Points
Companies Track	The bidder to submit valid reference letters of successfully completed canteen services or food outlet projects or catering services from previous clients. Reference letter must be on a client letterhead and duly signed with contact details (telephone numbers/email address). And a company profile demonstrating relevant catering experience during its period of operation (up to a maximum of 20 years).	40	60

record and Experience in operating a Canteen or food outlet or catering services.	Reference letters with similar services must be provided for projects delivered over the past 7 years. • 5 or more valid reference letters = 15 points • 4 valid reference letters = 10 points • 3 valid reference letters = 5 points • Less than 3 references = 0 points Experience in number of years of experience in operating a Canteen or food outlet or catering services • Over 15 years' experience = (20 points) • 11-15 years' experience = (15 points) • 10 years' experience = (10 points) • Less than 10 years' experience= (0 points) The bidder must also demonstrate the following categories on the required portfolio of evidence: Corporate staff cafeteria services (150+ employees)=5 Conference and training catering services=5 Executive Committee and Board meeting catering=5 VVIP or Government/or Ministerial event catering=5 Staff engagement events (Women's Day, Youth Day, CE Address, etc.)=5		
Key Team Members	The bidder shall submit CVs of Key team Members designated to handle the DBSA project. Each CV must demonstrate years of relevant industry experience as well as detail where and when the experience was acquired. Failure to submit CVs reflecting the required experience will result in a score of zero. 1. Executive Chef – Experience in Professional Cookery, Culinary Arts, or Hospitality Management (13 points)	20	25

	• 11 and above years of Experience in Professional Cookery, Culinary Arts, or Hospitality Management = 13 Points • 6-10 years of Experience in Professional Cookery, Culinary Arts, or Hospitality Management = 10 points • 1-5 years of Experience in Professional Cookery, Culinary Arts, or Hospitality Management = 3 Points 2. Site Manager –Experience in Hospitality Operations Management, Catering Management, or Food & Beverage Supervision (12 points) • 11 and above years of Experience in Experience in Hospitality Operations Management, Catering Management, or Food & Beverage Supervision = 12 Points • 6-10 years of Experience in Experience in Hospitality Operations Management, Catering Management, or Food & Beverage Supervision = 10 points 1-5 years of Experience in Experience in Hospitality Operations Management, Catering Management, or Food & Beverage Supervision = 2 Points The bidder is required to comply with all the above requirements. Failure to comply will result in a score of zero		
Resource Capacity & Contingency Planning	The bidder must provide a contingency plan to demonstrate their ability to sustain operations reliably, including backup staff, supply chain resilience, and contingency measures for emergencies (e.g., equipment failure, staff absence, supplier delays). (15 Points) Scoring Method (1–5 scale): • 0 – Unsatisfactory: No evidence of contingency planning or backup capacity.– Needs Improvement: Minimal mention of backup staff or suppliers, but vague. • 5 – Satisfactory: Clear plan for staff substitution and supplier alternatives.	10	15

	• 10 – Good: Well-documented contingency plan with examples of past successful handling of disruptions. • 15 – Excellent: Comprehensive plan, tested contingency framework with multiple backup suppliers, cross-trained staff, and documented risk management.		
TOTAL Points		70	100

Note: DBSA reserves the right to verify the information provided in reference letters and any misrepresentation will lead to elimination from the bid process.

Bidders who obtain less than 70 points out of 100 points will be disqualified and will be eliminated from further evaluation for Site Inspection/Presentation stage.

Only bidders with operational offices located within Gauteng Province will be eligible for site inspection evaluation. Bidders that do not meet this requirement will be deemed non-responsive and will not be considered further in the procurement process.

14.4 PRESENTATION and SITE INSPECTION

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

The DBSA will have site inspections of bidders' operational sites/clients and will be required to present on the category listed below and of which each point to be evaluated as follows:

14.4.1 Testing Requirements

Shortlisted bidders will be invited to a live cooking and food presentation session at bidder's premises. Each bidder will be required to prepare and present the following within a set timeframe (e.g. 1 hour preparation/inspection and 30 minutes for Presentation and testing):

14.4.2 Menu Requirements

Category	Dish Examples	Key Evaluation Elements
Protein Dishes (2)	1 x Fish (e.g. grilled hake or kingklip), 1 x Red Meat (stewed beef or grilled steak)	Tenderness, doneness, seasoning, texture
Vegetable Side Dishes (2)	At least one steamed/stir-fried vegetable and one salad	Freshness, color, texture, balance

Starch/Carbohydrate (2)	e.g. rice, mashed potatoes, pasta, pap, or chips	Consistency, flavor, portion balance
Desserts (2)	One hot dessert (e.g. malva pudding) and one cold dessert (e.g. fruit salad or mousse)	Presentation, sweetness balance, freshness
Beverages (optional)	Fresh juice, smoothie, or coffee	Taste and presentation quality

All food must comply with DBSA's hygiene, nutritional balance, and dietary variety standards (including vegetarian options).

14.4.3 Presentation Setup at Bidder's Premises

- Bidders shall host the food presentation at their own premises and provide all ingredients, cooking equipment, utensils, serving equipment, and any other resources required for the demonstration.
- Bidders shall ensure that the presentation venue is clean, safe, and suitable for demonstrating canteen food service operations.
- Each dish presented must be clearly labeled.
- Bidders must provide a menu card detailing the ingredients and preparation methods for each dish.
- The presentation must be neat, professional, and demonstrate standards appropriate for a corporate canteen service environment, rather than a luxury banquet or catering function.
- Bidders must ensure that the venue can accommodate the evaluation team and provide reasonable access to observe food preparation, presentation, and service processes.
- Bidders are responsible for all costs associated with hosting the presentation, including utilities, staffing, and consumables.

14.4.4 Evaluation Panel Composition

The panel will consist of at least 5 members:

- 1 x Facilities/Operations representative
- 1 x SCM representative
- 1 x Health & Safety representative
- 1 x Staff representative (canteen user)
- 1 x External food service expert/consultant (optional)

14.4.5 PRESENATION AND SITE INSPECTION EVALUATIION

The DBSA will have site inspections of bidders' operational sites/clients. Each point will be evaluated as follows:

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

Evaluation Area	Evaluation Criteria	Max Points
Food Offerings	• Presentation of meal on a plate = (Scale of 1-5) • Quality of food in terms of freshness = (Scale of 1-5) • Quality of food in terms of taste = (Scale of 1-5) • Presentation and display of meals at serving points= (Scale of 1-5) • All food stock must not have reached Expiry dates = (Scale of 1-5)	25
The staff	• PPE (Safety Shoes, Head Covers, gloves, Aprons) = (5 points) • Full uniform with company identification = (5 points) • Personal hygiene of the staff (Fingernails, Jewellery) = (Scale of 1-5)	15
Health and Safety Compliance	• Storage of Chemicals in line with Health and Safety Act.= (5 points) • Availability of Handwashing and Sanitisers = (5 points) • Fully equipped First Aid Kit/Box & Serviced Fire extinguishers = (5 points) • First Aider, Safety Representative and Fire marshal = (5 points) • Fumigation /Pest Control register = (5 points) • Evaluation of Health and Safety file & food handlers' medical certificate = (5 points)	30
Food storage & Preparation	• Food storage (dry/chilled/frozen) = (5 points) • Separation of raw and cooked food = (5 points) • Safe food preparation process = (5 points) • Cooking Equipment condition, cold storage temperatures and equipment maintenance = (5 points)	20
Facilities hygiene	• Cleaning schedules, waste control and general housekeeping of	

and Waste Management	current facilities (Sanitization of work surfaces, kitchen floors, dining areas) = (Scale of 1-5) • General cleanliness of the equipment (utensils, storage)= (Scale of 1-5)	10
Total		100

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

14.5 Price and Specific Goals: Phase Four

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

14.6 Objective Criteria

14.6.1 The DBSA reserves the right not to consider proposals from bidders who are currently in litigation with the DBSA.

14.6.2 The DBSA further reserves the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the DBSA.

14.6.3 Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.

14.7 Condition of tender award

14.7.1 Public Liability Insurance Cover

The successful bidder shall, upon award of the tender and prior to commencement of any services, provide a valid Public Liability Insurance Certificate with a minimum cover as will be stipulated by DBSA before contracting.

Required Evidence:

- Valid copy of the Public Liability Insurance Certificate/Policy Schedule issued by a registered insurer indicating a minimum cover as will be stipulated by DBSA before contracting .

Note:

- Failure by the successful bidder to provide the required Public Liability Insurance documentation within the stipulated timeframe may result in the withdrawal of the award and/or disqualification from the contracting process.

- DBSA reserves the right to verify the authenticity and validity of the submitted insurance documentation directly with the issuing insurer or authorized organization.

Annexure A

Bidders should refer to the relevant annexures attached separately for detailed information and include Pricing schedule.

Annexure B(1)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? YES/NO

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1If so, furnish particulars:

……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?YES/NO

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……

Signature Date

…… ……...

Designation Name of bidder

Annexure C(1)

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender either:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is either the 80/20 or 90/10 preference point system.

b) The 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows either:

	POINTS
PRICE	80/90
PREFERENCE POINTS	20/10
Total points for Price and Preference Points	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 0r 90/10

$$Ps = 80/90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80/90\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (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)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE:……

ADDRESS:……

……

……
……

RESTRICTED SUPPLIERS

1 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Annexure D(1)

Bidders are required to include, as Annexure D(1) to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure E(1)

Bidders are required, as annexure E(1) to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure F

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure F, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure G

Bidders are required to include, as Annexure G to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder’s proposed team, this should be indicated.

Annexure H

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (Tick applicable box) below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

Annexure I

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:

The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490