SANBI
Biodiversity for Life
South African National Biodiversity Institute

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	**Q6763-2020**	CLOSING DATE:	**25 August 2020**	CLOSING TIME:	**11:00**
DESCRIPTION	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES SERVICE PROVIDER FOR THE OPERATION OF THE KIOSK AT THE KWAZULU NATAL NATIONAL BOTANICAL, PIETERMARITZBURG.**				

NON-COMPULSORY SITE BRIEFING:

This is a non- compulsory and will be conducted at the venue, time and date given below:

Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Zozi at **S.Zozi@sanbi.org.za** and Mr. Prince Hlongwane at p.hlongwane@sanbi.org.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Siphokazi Zozi	CONTACT PERSON	Sthembile Zondi
TELEPHONE NUMBER	012 843-5292	TELEPHONE NUMBER	033 344 4385
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	**S.Zozi@sanbi.org.za**	E-MAIL ADDRESS	S.Zondi@sanbi.org.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED**?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. 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) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

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

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number:…….

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): ……

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
……

2.5 Tax Reference Number:
……

2.6 VAT Registration Number:

……

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	**YES / NO**
2.7.1	If so, furnish the following particulars:	

Name of person / director / trustee / shareholder/ member:
……...……
Name of state institution at which you or the person connected to the bidder is employed :
……
Position occupied in the state institution:
……

Any other particulars:
……
……
……

2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	**YES / NO**
2.7.2.1	If yes, did you attach proof of such authority to the bid document?	**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

…….
…….
…….

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
……...
……..….
……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**
……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

……
……
……

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……...
Signature Date

…… ……
Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to not exceed R500 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation

□ Company
□ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

□ Manufacturer
□ Supplier
□ Professional service provider
□ Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDER(S) DATE: …….. ADDRESS …….. …….. ……..

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;

b. committed fraud or any other improper conduct in relation to such system; or

c. failed to perform on any previous contract.

4 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 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 National Treasury after the *audi alteram partem* rule was applied).	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)? **To access Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	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:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… **……..**
Signature **Date**

…… **……..**
Position **Name of Bidder**

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all quotations[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

6 Includes price quotations, advertised competitive bids, limited bids and proposals.

7 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SANBI: Q6763-2020: THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE OPERATION OF THE KIOSK AT THE KWAZULU NATAL NATIONAL BOTANICAL, PIETERMARITZBURG.

_____

(Quotation Number and Description)

In response to the invitation for the quote made by:

SANBI

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) Methods, factors or formulas used to calculate prices;
    (d) The intention or decision to submit or not to submit, a bid;
    (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. 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.
11. 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

……	…….
Signature	Date
…….	…….
Position	Name

SANBI
Biodiversity for Life
South African National Biodiversity Institute

Terms of Reference
for
the appointment of an Operator
for the Kiosk/snack bar at the
KwaZulu-Natal National Botanical Garden,
Pietermaritzburg

Document Number: One (1) of two (2)
February 2020

SANBI
Biodiversity for Life
South African National Biodiversity Institute

GENERAL TERMS & INSTRUCTIONS

Please read the following terms and instructions carefully. Failure to comply with the requirements of these instructions and general terms will lead to the rejection of your quotation submission.

1. PREPARATION AND SUBMISSION OF QUOTATIONS

1.1 The Request for Quotation (RFQ) documentation consists of:

- General Terms & Instructions to Bidders; and
- Forms of Quotation.
- The quotation documents can be obtained from the South African National Biodiversity Institute (SANBI) webpage www.sanbi.org .

1.2 It is accompanied by:

- Catering Specifications (document 2)

1.3 Quotations shall be prepared and submitted in accordance with the RFQ documentation. The South African National Biodiversity Institute (SANBI) shall not incur any obligation or liability towards the successful Bidder until the written contract has been signed by SANBI and the Bidder.

1.4 Bidders are to submit one (1) pack of original proposals, marked "ORIGINAL" in a separate envelope and three (3) packs of copies, marked "COPY" in a second envelope.

Quotation Number: **Q6763-2020**
Closing date for submissions is**: 25 August 2020**

1.5 Quotations received after the Quotation closing date and time will be disqualified. This Quotation is being issued by SANBI and does not constitute an offer. These documents are intended to provide information and guidelines for the preparation and submission of a Quotation by the Bidders.

Quotations must be submitted in the Tender Box located in the Biodiversity Building at the Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria, during office hours (08:00 – 16:00, except on the closing date when the time is 11:00

Quotations may also be submitted by post addressed to:
The Deputy Director: Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184

1.6 All SCM queries and communications in relation to this RFQ should be directed to Ms Siphokazi Zozi (SCM Unit) at Tel 012 843 5292 P.Holongwane@sanbi.org.za at 012 843 5279 Operational or technical queries can be directed to Miss Sthembile Zondi (Curator: KwaZulu-Natal National Botanical Garden) on Tel.: 033 344 3585 or s.zondi@sanbi.org.za prior to the quotation closing date.

1.7 Preparation of the Quotation including but not limited to attendance at any pre-quotation meetings and site visits shall be at the sole expense of the Bidder.

1.8 The Quotation shall be submitted without review by, comparison of figures with, arrangement with, or knowledge of any other person or company submitting a Quotation for the same work, and shall in all respects be without collusion with other Bidders. Bidders forming a joint venture with another Bidder in order to submit a single consolidated Quotation shall advise SANBI prior to the submission of the Quotation and include in their Quotation full details of the joint venture including a copy of the signed joint venture agreement.

1.9 REQUIREMENTS

1.9.1 Each quotation document must include the following documentation and failure to include all these documents will lead to disqualification of the quotation:

a) A current copy of the **Central Suppliers Database (CSD) registration report** or **registration number**.
b) A certified copy of **Liability Insurance Cover** for the company and the amount available per claim.
c) A valid copy of the **Unemployment Insurance fund** (**UIF) letter of Compliance** issued by the Department of Labour **should be provided by a successful service provider**
d) **Minimum rental** to be submitted in the “original” quotation document only

e) One envelop marked ***"original"*** with minimum rental and one envelop marked copy with 3 (three) copies.

f) Service providers with one or more employees are required by law to contribute to the Compensation Fund. **A valid letter of good standing certificate with COIDA** is required. The certificate should be issued by the Department of Labour.

1.9.2 Each quotation document must include the following documentation for criteria/functionality evaluation purposes:

- Company information and profile and capabilities of staff and company
- Proposed selection of product, i.e. Menu, equipment and added value for money
- Track records /references relevant to the proposed operation
- Team capability
- Copy of the latest Audited Financial Statement

Note: Recommended Operator will be expected to have a Public Liability Insurance Fund upon occupying the Kiosk/snack bar.

2. EXAMINATION OF REQUEST FOR QUOTATION (RFQ)

2.1 SANBI may modify the RFQ at any time prior to the Quotation due date. Modifications will be made in the form of addenda to the RFQ and will be transmitted simultaneously to all Bidders.

2.2 The Bidder is responsible for examination of the RFQ and addenda and for informing itself in all respects of conditions, which may in any way affect the performance of the work. Should the Bidder find discrepancies or omissions in the RFQ or should any other questions arise, the Bidder shall notify SANBI in writing by fax or e-mail immediately on discovery of any discrepancy or omission.

2.3 Bidders should make their own independent studies, enquiries and plans and obtain and furnish to SANBI as part of the Quotation all information and data that may affect their Quotation and their prices, at their own risk and cost and allow for all contingencies irrespective of any information or other data supplied by SANBI.

3. CONFIDENTIALITY

3.1 By accepting this RFQ the Bidder agrees to ensure that its members, directors, officers, employees, agents and representatives (and, where applicable, those of

its participating members) use the RFQ only to evaluate the Quotation opportunity and for no other purpose. The aforesaid parties are not to divulge or distribute any information or pass any copies of the RFQ to anyone else without the prior written approval of SANBI and to return the RFQ to SANBI with all copies thereof promptly upon being requested to do so.

3.2 SANBI will maintain the confidentiality of information designated as confidential by the Bidders when it submits its Quotation, except where that information is not proprietary or where disclosure is required by Law or is otherwise required by SANBI for the purpose of evaluating and selecting quotations. SANBI reserves the right to publicly disseminate any information of a non-confidential nature contained in any Quotation.

4. SITE INSPECTION AND CONDITIONS

4.1 The Bidder is responsible for making arrangements it considers necessary to become fully informed regarding all conditions that might in any way affect the performance of the contract including any equipment, furniture, fittings, space allocations and similar.

Site visits in addition to the compulsory site visit (see number 4.3 below) are to be arranged with the KwaZulu-Natal National Botanical Garden management.

4.2 Failure by the Bidder to satisfactorily investigate the conditions as aforesaid shall not relieve the Bidder from the responsibility for properly estimating the cost of performing the contract in accordance with the RFQ.

4.3 A non- compulsory site meeting will be held at the time and date indicated below:

For technical enquiries please contact Sthembile Zondi at S.Zondi@sanbi.org.za or 033 344 3485

5. QUOTATION VALIDITY, MODIFICATION AND WITHDRAWAL OF QUOTATIONS

5.1 The Bidder may modify or withdraw its Quotation at any time prior to the Quotation due date specified in the RFQ provided that notification of such withdrawal or modification is received by SANBI in writing prior to the Quotation closing date.

5.2 Once submitted, Quotations shall be fully binding upon the Bidder and shall be valid for a period of three (3) months from the date of submission of the Quotation,

thereafter as mutually agreed

6. AWARD OF CONTRACT

6.1 SANBI shall not be bound to accept the highest, lowest or any other Quotation and it shall be entitled to accept all or part of a Quotation. It shall not be liable for any costs or expenses or damages incurred by any Bidder who submits a Quotation, irrespective of the

outcome of such Quotation. If, however, any such Quotation leads to the conclusion of a

Contract, then the rights and obligations of SANBI and Bidder shall be governed solely by the provisions of such Contract. Should such preferred Bidder and SANBI fail to come to an agreement, SANBI may then, at its sole discretion, negotiate the Contract with an alternative Bidder or decide not to conclude a contract at all.

6.2 SANBI reserves the right to invite Bidders, after the closing date but prior to the date for award of their Quotations, to discuss any matter relating to the Quotation and/or to issue supplements or addenda to the Quotation. SANBI also reserves the right, after the closing

date and evaluation process, to request Bidders clarification on the Quotation submission. Any such clarifications or addenda or supplements shall be considered as forming part of

the Quotation documents. Any such discussion, issue of supplements or addenda or invitation to clarify, should not be construed as an acceptance, award or allocation of the Quotation to that Bidder.

7. BIDDERS' RETURN OF DOCUMENTS

Unsuccessful Bidders' documents will not be returned.

8. INFORMATION TO BE SUBMITTED WITH THE QUOTATION

Bidders shall submit their Quotations in accordance with the Forms of Quotation.

9. FORMS OF QUOTATION (Annexure 1 to 9)

9.1 Proposed Concept

Bidders are to indicate in **Annexure 1** how they intend decorating and furnishing the facilities making use of photographs, sketches, artists impressions, swatches (samples), design boards and similar.

9.2 Operating Hours

Bidders are to indicate intended operating hours for normal operations in

Annexure 2.

9.3 Product Details & Pricing

Since the diversity and quality of products offered for sale will be one of the key criteria on which the contract will be awarded, Bidders are advised to give as much information as possible on their proposed products in **Annexure 3** including selling prices. Photographs can be submitted. Please note that selling prices submitted with the Forms of Quotation are to remain valid for a period of 6 months from the date of submission of the Quotation unless otherwise agreed with SANBI.

9.4 Staff Uniform

Bidders are requested to indicate by means of description, photographs, sketches and fabric swatches (samples), the type, style and colour of proposed staff uniform in
Annexure 4.

9.5 Staff Training Programmes

In **Annexure 5**, Bidders are to give as much information as possible on their training policy and programmes applicable to this contract.

9.6 Capital Investment

In **Annexure 6,** Bidders are to indicate how much they will be initially investing in the Kiosk/snack bar including equipment, appliances, furniture, decor and any other items they believe would enhance their offer to SANBI.

9.7 Rentals

Please note: Bidders are to indicate their projected net sales revenue for the

first three (3) years of operation. **Annexure 7**

Rental will be calculated as percentage of monthly turnover as follows:
9Kiosk/snack barKiosk/snack bar
In accordance with SANBI's lease agreement with operators, Bidders must take note that the minimum monthly rental payable will be R1000.00 or percentage (10%)based on the above clauses (9.71 or 9.7.2), whichever is highest. The minimum monthly rental will increase annually by CPI.

9.8 References & General information

Each Bidder is required to submit details of three contactable relevant business references in **Annexure 8**.

9.9 Bidder's History

Each Bidder is to submit details of its history and relevant experience in **Annexure 9 and** a company profile. Bidders shall agree to maintain the confidentiality of all information supplied to it in connection with the quotation process regardless of format. Unless required by Law, Bidders shall not disclose in whole or in part any details pertaining to their submissions unless written consent is obtained from SANBI prior to such disclosure.

10. EVALUATION CRITERIA

In accordance with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality as a Criterion for the Evaluation (issued 3 September 2010) this bid will be evaluated in two stages.

Stage One:

FUNCTIONALITY CRITERIA	**POINTS**
1. Proposed concept of operation (See points 9.1) Proposed concept (Point 9.1) Staff uniforms (Point 9.4)	**15** (10) (5)
2. Proposed selection of products, menu, equipment and added value for money (See points 9.3 and 9.6) Product details and pricing (Point 9.3) Capital investment (Point 9.6)	**30** (15) (15)

3. Capability of staff and company, 3.1. CV's of staff not more than three pages. CV's to include experience, qualification and previous employer (CV's should be for Management,sales person , etc.) and the Current company profile 3.2. Marketing capability (How you are intending to market this operation. 3.3. Existing resources suitable to operate the Kiosk/snack during the contract period. Please attach the list of your resources. See details in annexure 6 3.4. Staff training programme (point 9.5)	**35** (10) (10) (10) (5)
4. Track record and experience relevant to the proposed operation, (See point 9.8 - References) and (Quotations History 9.9)	**20**
Total	**100**

Any bidder who scores less than 60 out of 100 points against the functionality criteria in the table above will be excluded from further consideration.

The second stage will be evaluated in accordance with the Preferential Procurement Regulations, 2011, pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000). The 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's

Broad-based Black Economic Empowerment (B-BBEE) Status Level Certificate. However, as price is not relevant to this quotation, the second stage of evaluation of bids will focus solely on preference points as determined from the bidder's B-BBEE Status Level Certificate.

ANNEXURE 1
DETAILS OF PROPOSED CONCEPT

ANNEXURE 2
PROPOSED OPERATING HOURS

ANNEXURE 3
PRODUCT DETAILS & PRICING

Kiosk/snack bar Menu

ANNEXURE 4
STAFF UNIFORM

ANNEXURE 5
STAFF TRAINING POLICY & PROGRAMMES

ANNEXURE 6
CAPITAL INVESTMENT

ANNEXURE 7
Net Sale revenue for three (3) years

ANNEXURE 8

CONTACTABLE BUSINESS REFERENCES

*****Please provide details of three RELEVANT business references as follows:

Reference 1:
Name of reference: ……
Contact person: ……
Telephone numbers: ……
Length of contract/trading period: ……

Reference 2:
Name of reference: ……
Contact person: ……
Telephone numbers: ……
Length of contract/trading period: ……

Reference 2:
Name of reference: ……
Contact person: ……
Telephone numbers: ……
Length of contract/trading period:
……

ANNEXURE 9
BIDDER'S HISTORY & GENERAL INFORMATION

Full legal company name	
Registered office physical address	
Postal address	
Telephone number	
Contact name	
Is the company the provider of the proposed service? If not, please supply the name and address of the other provider.	
How long in years has this company been operating in this business?	
Please indicate the proposed team structure that will be dedicated to the proposed service and provide CVs of key personnel involved.	
Please provide a copy of the last two years' consolidated income statements and cash flow statements and balance sheets.	

SANBI
Biodiversity for Life
South African National Biodiversity Institute

SANBI Catering Specifications

KwaZulu-Natal National Botanical Garden

Document number: Two (2)
February 2020

SECTION 1 - BACKGROUND

1.1 INTRODUCTION

This document gives a general overview of the KwaZulu-Natal National Botanical Garden's visitor services, particularly regarding food operations. It sets out the requirements and calls for proposals in respect of the kiosk situated inside the Botanical Garden.

This document is to be read in conjunction with the Request for Bidders.

1.2 TERMINOLOGY & DEFINITIONS

The following terminology has been used throughout this document:

- SANBI: The South African National Biodiversity Institute
- The Garden: The KwaZulu-Natal National Botanical Garden,
- The Operator: Name of registered business, appointed caterer/ operator
- Kiosk: The Snack Bar situated inside the garden

1.3 CATERING OBJECTIVES

The Operator will be required to supply a service that primarily maximises the popularity and usage of the Garden by:

- Developing a concept which has some speciality as a draw-card;
- Offer speedy service and ensure hygiene is adhered to at all times
- Where visitors feel that they are getting value for money;
- Attractively presenting and merchandising food and local beverages of the area.

1.4 TERMS OF TRADING

The Operator will be offered a 5-year performance based contract commencing in March 2020 (or earlier or later as agreed between the Operator and the SANBI). The contract may be open for renewal 5 years after the date of commencement, by mutual agreement.

The Operator will be subject to an annual review commencing 12-months from the date of commencement to ensure that the service complies with the standards required (see **Section 4.2**).

In return for this opportunity the Operator will:

- Retain income generated;
- Pay a monthly rental either on a percentage of net sales revenue or fixed rate basis (to be indicated in the Forms of Quotation*);
- Present the SANBI with audited accounts at the end of each financial year;
- Be responsible for paying all operational overheads including electricity, water, gas, alarm system and telephone (electricity and water is metered); and
- Provide the necessary equipment to operate the facilities as indicated in this document (see **Section 2.6 and 2.7**).

The SANBI will provide: (See annexure C for full asset list)

- Staff parking (in main parking area)
- Kiosk space with shelving and plug points
- Staff facility with toilets
- Garden service for the landscaped areas surrounding the Kiosk/Snack
- Annual maintenance of the building

SECTION 2 – THE GARDEN & ITS FACILITIES

2.1 BACKGROUND

The garden is located at the end of Mayors Walk in Pietermaritzburg, KwaZulu-Natal. Pietermaritzburg is the home of the provincial legislature for the KwaZulu-Natal Province.
This garden was established in 1874, the Garden's Victorian past is evident in its magnificent specimens of northern hemisphere plants, such as the swamp cypress, tulip trees, camphor trees, plane trees, giant figs and magnolias. One of the finest features of the Garden is the avenue of London Plane trees, which has been stunning visitors since 1908.

The KZNNBG property is 47.7 ha of which 12 ha is landscaped area, with the remaining 35.7 ha being either natural or a low-maintenance area. The boundary of the KZNNBG fenced, and it only has two public gates (i.e. Main boom gate and Tatham road resident's gate)

The KZNNBG is open to the public 365 days a year from 8h00 – 17:30h00 and receives about 110 000 visitors per annum.

Garden facilities and attractions include:

- Environmental Education Centre
- Acrobranch adventure park
- Restaurant
- Curio shop- for meetings and conferences
- Clivia hall- for conferencing and events
- Indigenous Retail nursery
- Zulu demonstration Garden
- Peaceful KingFisher lake
- Plane tree avenue

2.2 GARDEN ENTRY

Although the Garden is open 365 days a year, the operator may negotiate the days and hours of operation with the Curator.

Garden hours:

- 8:00 am – 18:00 pm daily

Garden office hours:

- 7:30 am – 4:00 pm weekdays only
- 8:00 am- 17:00 pm Weekends and public holidays

Indigenous plants nursery hours:

- 8:00 am – 4:30pm weekdays
- 8:00 am – 14:00pm weekends

Visitor access to the Kiosk/Snack bar will be via the main entrance gate and through the Garden only. This means that all customers will be paying the Garden entrance fee to access the Kiosk/Snack bar.

Gate entry rates for 2020 are:

- Adults: R35
- Students with student cards: R25
- Children under 6 years- Free
- Senior citizens: R25
- Child- R15
- Botanical Society members: Free

The KZNNBG hosts weddings, school groups, while individuals also use the garden as a venue for different types of gatherings like bridal showers, birthday parties, photoshoots and other big events.

NB. Garden entry prices are revised on an annual basis and subject to change

2.3 GARDEN VISITORS

The number of Garden visitors over the last five years has averaged 110 000 per annum. It is hoped that with this new improved Kiosk/Snack bar, restaurant and Adventure Park our visitor figures will increase substantially.

. It is therefore important that the operator stocks all necessary items for the snack bar e.g. Drinks, snacks, popcorn etc. to meet up with the visitor needs... Saturdays, Sundays and public holidays are the busiest and these days should be viewed as windows of opportunity.

2.4 THE KIOSK/SNACK BAR

Facilities include:

Kiosk space

Shelving

Sheltered Open space

2.5 USE OF CATERING FACILITIES

The Operator will not be able to use the Garden's facilities for any purposes other than those indicated in this document, without prior written consent from the SANBI. Similarly the SANBI will not be able to use any of the Operator's facilities without its prior written consent.

2.6 EQUIPMENT

The Operator will be expected to add whatever equipment, furniture and fittings necessary for it to maximise revenue opportunities and provide a high standard catering service at the Garden.

The Kiosk/Snack bar k will be handed over installed with the following used equipment:

- shelving

NB All items (attached or loose) listed and currently found in and outside the Kiosk/Snack bar, are the property of the SANBI

2.8 MAINTENANCE

The Operator will be responsible for the day-to-day maintenance and servicing of its facilities, all surfaces and equipment whether the equipment has been supplied by the Operator or the SANBI. All associated equipment is to be serviced, maintained and/or replaced by the Operator, at its own expense, in order to provide a continuous catering service at the Garden.

Equipment purchased by the SANBI will remain the property of the SANBI and is to be returned in the condition it was originally handed over with fair wear and tear taken into consideration and/or replaced or repaired in cases of breakage, malfunction or theft. Should the SANBI consider it necessary, independent equipment specialists may be called on to inspect and repair or replace any equipment supplied by the SANBI and the cost thereof will be refunded to SANBI by the Operator.

SANBI will be responsible for all structural maintenance to the building unless any repairs are required as a result of Operator negligence or guest vandalism.

2.9 CLEANING

The Operator will be responsible for the cleaning of all facilities under its control and any facilities used for catering purposes including outside seating areas.

The Operator will be responsible for cleaning of all public areas attached to its leased premises.

The Operator will be responsible for organising and maintaining records of:

- Steam cleaning of floors, walls, stores, fridges, freezers and equipment; and

2.10 SMOKING

No smoking will be allowed in any of the SANBI buildings – only in the outdoor service areas.

The SANBI buildings are strictly NO SMOKING ZONES.

2.11 ADVERTISING

The Operator will not be allowed to advertise anywhere within the Garden without prior written approval of the SANBI.

2.12 MARKETING

The Operator will be required to spend at least 2% of net sales revenue on marketing per annum. Any marketing material will have to be approved by the SANBI.

Where appropriate the SANBI will promote the catering facilities as much as possible and in return the Operator will be expected to promote the Garden.

2.13 SIGNAGE

SANBI will be responsible for providing and maintaining directional signage to all catering facilities within the Garden and in public areas. The Operator will be responsible for providing signage within its facilities such as the name of the outlet, till points, menu displays, emergency exits, fire extinguishers, toilets no smoking signs and similar. All signage is to be approved by the SANBI.

The Operator will be required to display any wall-mounted pricing and menu information in a form that is attractive, clearly visible and of a permanent

design. These signs are to be in keeping with the overall design of the catering facility. Hand-written signs will not be allowed unless in cases of emergency.

Neither notices nor signs are to be displayed by the Operator outside the relevant buildings without the prior written consent of the SANBI.

2.14 REFUSE

The Operator will be expected to remove all refuse from area of operation at least daily to its garbage collection areas. Cans, glass, plastic and paper are to be stored separately for re-cycling purposes. The separation of this waste will be the responsibility of the Operator and the ultimate removal and transport of all refuse will be the responsibility of the Operator.

Refuse stored at a temporary storage area at the Kiosk/Snack bar is not to smell, attract flies or be visible to Garden visitors and should be suitably stored in sealed containers such as lidded bins with a firm catch lined with plastic bags. The Operator will comply with any reasonable request from the SANBI and will have regard for the SANBI's policies on environmental management.

2.15 SECURITY

The Operator will be responsible for upgrading and paying for any alarm systems and monitoring service. The selection of service providers is to be carried out in consultation with the SANBI taking into account existing service providers.

There is currently 24-hour armed response of the Garden premises. The operator will be required to purchase all remote gate controls and necessary keys.

2.16 EMERGENCY PROCEDURES

The Operator will be expected to familiarise its staff with the SANBI's emergency procedures particularly in respect of fire, suspicious objects and armed robbery. The Operator will be called upon to co-operate in the arrangement of practice drills and emergency procedures.

All staff is to be familiar with instructions on how to use fire appliances. All fire suppressing systems, extinguishers, and any other fire prevention and combatting items needed at the Kiosk/Snack bar must be provided by the Operator. The care and long term maintenance and servicing of such items will be the responsibility of the Operator who must on an annual basis provide the necessary certificates of service.

2.17 STAFF FACILITIES

SANBI will supply a kiosk space. The Operator will be responsible for the daily maintenance and regular deep cleaning of these facilities

2.18 PARKING

Staff parking will be available in the main car parking. The exact number of bays is to be negotiated with the SANBI.

2.19 SAFETY

The SANBI requires full compliance with the Occupational Health and Safety Act (OHASA) and in particular Section 37 that deals with the responsibilities incumbent with mandatories.

The provision of First Aid boxes and the training of staff in basic First Aid will be the responsibility of the Operator.

All accidents and injuries are to be reported to the SANBI and recorded in the Operator's Accidents and Injuries book for immediate action.

SECTION 3 – THE REQUIRED CATERING SERVICE

3.1 THE KIOSK/SNACK BAR

The Kiosk/Snack bar will be utilised as a venue for, snacks, and drinks mainly but should also be in a position to offer more that falls within its range without competing with the restaurant for garden visitors wanting to spend more. The Kiosk/Snack bar is to offer a service that coincides with the opening times of the Garden unless otherwise agreed with the SANBI. Bidders are to submit within the Forms of Proposals full details on how they propose developing and operating this venue including menus, selling prices, marketing plan, photos, sample boards, etc.

The Kiosk/Snack bar concept is to appeal to families, school groups, tourists and locals. The food items is to be moderately priced, and of a quality befitting a prestigious venue as this Garden.

The SANBI will only consider proposals that comply with its mission to preserve and promote the biodiversity of South Africa.

3.2 METHOD OF PAYMENT

The Operator is to accept all major credit cards and cash.

3.3 CATERER EXCLUSIVITY

The Operator will not have exclusive rights to cater for functions/events catering held at the Garden. For example, Winter Concerts may have snacks served by another caterer. However, the SANBI undertakes to inform the Operator of forthcoming events.

3.4 SELLING PRICES

Menu selling prices submitted with the Forms of Quotation are to remain valid for a period of 6 months from the date of submission of the Quotation unless otherwise agreed with the SANBI.

Selling prices are to represent good value for money and be market related. All selling prices are to be clearly displayed by the Operator and are to include VAT.

3.5 PACKAGING/DISPOSABLES

Take-away items are to be presented in packaging that is hygienic, attractive, preserves product quality and enables the food item to be easily eaten. All packaging should be recyclable or biodegradable. At the discretion of the Operator, all take-away items may be accompanied by information on environmentally friendly practices to be in keeping with the SANBI's mandate. The operator is encouraged to use recyclable and environmentally friendly products (no plastics). SANBI is a window to biodiversity and must display interest in responding to the global crisis around climate change and ocean health in reducing carbon footprint on the environment.

SECTION 4 – MANAGEMENT & STAFFING

4.1 ADMINISTRATION

The Operator is to nominate a representative who will be primarily responsible for liaison, co-ordination and communication with the SANBI. Frequency of formal meetings will be agreed at commencement of the Operator's contract.

4.2 STANDARDS MONITORING

SANBI will inspect either directly or through appointed food service consultants the catering facilities on a three-monthly basis (or as required) to ensure that the specifications set down in this document are being adhered to. The Operator will be required to contribute to these costs – the amount to be agreed with the SANBI in advance of any visits.

The inspections will include but not be limited to:

- Standards and speed of service (see **Section 4.2.1**);
- Cleanliness, hygiene and general housekeeping (as per **Sections 2.9 and 4.8)**;
- food quality - as per information supplied in the Forms of Quotation and assessed on degree of cooking, general appearance and presentation as well as compliance with menu description; and

In the event of contract anomalies and "Mystery Dining" reports indicating results below-pre-determined and agreed standards, the Operator will be given a written warning and two weeks to take the necessary action (or as agreed between both parties). Should the Operator fail to reach levels of acceptability after a second assessment carried out within one month of the previous visit, a second warning will be issued and a further 2 weeks given (or otherwise agreed by both parties) to rectify the problem. If after a third assessment, standards are still below levels of acceptability, the Operator may be served notice in terms of the contract.

4.2.1 Standards of Service:

In particular the Operator's staff will be assessed on:

- how they greet and thank customers;
- friendliness and general attitude;

- efficiency;
- food handling techniques;
- evidence of teamwork;
- correct uniforms (as indicated in the Forms of Quotation)
- cleanliness of uniforms;
- personal hygiene (as laid down in the Health Act and general food-handling best practices);
- menu and ingredient knowledge; and
- Speed of service.

4.3 INSURANCE

The Operator will be responsible for his/her own insurance and on request will provide SANBI proof of insurance against:

- UIF, WCA;
- employer's liability;
- public liability relating to the service being offered and during any shop-fitting; and
- Any loss or damage to cash, its own equipment, stock and property.

SANBI will be responsible for insurance against its own public liability and any loss or damage to its equipment by fire or theft.

4.4 COMPLAINTS, COMMENTS & COMPLIMENTS

All complaints, comments or compliments regarding the catering must be forwarded to the SANBI.

In circumstances of legitimate complaints concerning the standards of food service, the guest should be offered either a refund or the opportunity of another meal with the compliments of the Operator.

4.5 MANAGEMENT REPORTING

The SANBI requires the following monthly reports from the Operator:

- daily number of transactions/customers;
- typical average spend;
- daily net sales revenue under the headings *Kiosk/Snack bar*.
- Monthly turnover for purposes of calculating rental

Other reports may be requested from time to time.

At the end of each financial year, the Operator will be required to present the SANBI with audited accounts.

4.6 PURCHASING & STOCK

The Operator will be expected to monitor the standard of goods received. In particular the SANBI requires the Operator to:

- randomly weigh products;
- check temperatures of chilled and frozen foods (chilled food must be no higher than 4°C and frozen food not higher than –18°C);
- inspect for damaged goods and packaging; and
- check the hygiene of containers, baskets and other receptacles used in the delivery process.

Food is to be moved to suitable storage areas within 10 minutes of arrival at the destination i.e. all chilled food is to be placed in refrigerators, frozen food into freezers and hot food into warmers, etc.

4.7 STAFFING

The Operator will be entirely responsible for the employment and conditions of service of its own employees and will only employ such persons who are in good health and have a high standard of personal hygiene.

Any member of staff who reports to duty suffering from any illness likely to put colleagues and customers at risk, should report to their supervisor who will discharge them from duty until such a time as they are fit to resume normal duties.

The Operator's staff and management are to be smart in appearance at all times. The provision of uniforms is the responsibility of the Operator, although the style, fabric and design are to be submitted for approval at the Quotation process. Any changes to uniforms thereafter are to be approved by the SANBI.

All staff members (including temporary employees) in contact with the public are to wear name badges.

The Operator's staff must behave in a quiet, courteous and professional manner at all times and should not consume food and drink whilst serving visitors. The consumption of alcoholic drinks and smoking of harmful substances is not permitted during working hours. Should staff wish to smoke tobacco, they are to do so outside the SANBI building and out of sight of Kiosk/Snack bar customers.

The Operator's staff members are to be adequately trained in the tasks they are expected to perform. If necessary, the SANBI will request to see training certificates, proof of training courses and qualifications from time to time during the term of the contract.

The Operator will be expected to provide refresher courses on a regular basis particularly with regard to food safety and hygiene and customer service.

It will be the Operator's responsibility to ensure that all labour legislation is complied with, including the Employment Equity, Skills Development, Labour Relations and Basic Conditions of Employment Acts. The Operator will be expected to familiarise itself with the SANBI's relationship with the State and its employment equity philosophy. The Operator must not do anything that causes industrial unrest within the SANBI staff.

The SANBI reserves the right to veto the employment of any member of the Operator's staff, in order to ensure that the best interests and security of the Garden are maintained.

The Operator's staff will be expected to be knowledgeable about the Garden. To assist in this regard, the SANBI may hold short briefing sessions as necessary. New staff will be expected to attend as well as those requiring an up-date.

4.8 HEALTH SAFETY & HYGIENE

The Operator's responsibilities will be:

- ensuring that all catering and related areas as well as production methods comply with food handling and safety regulations, by-laws and Hazard Analysis Critical Control Point legislation (should the latter become law);
- ensuring that any off-site preparation facilities and production methods comply with all local food handling regulations and by-laws; and
- Carrying-out thorough and on-going training of catering staff in all aspects of health, safety and hygiene.

The Operator may be subject to quarterly health and safety as well as food safety and hygiene audits. Independent food safety auditors will carry out the latter. The Operator will be provided with a copy of any reports and will be expected to contribute towards the cost of the hygiene audits.

The Operator will be responsible for preventing pest infestation and for appointing and paying a pest control company to undertake regular inspections. Records of visits as well as the inspection results are to be kept and will be inspected by the SANBI on an *ad hoc* basis.

4.9 TERMINATION OF CONTRACT

Should standards of service, food hygiene and safety, quality of produce, continuity of operation, default on agreed rental payments and other operational aspects lapse and continue to do so after written warning from the SANBI it will have the authority to issue a termination of contract in terms of the lease.

4.10 DISPUTES

If any dispute or difference of opinion arises between the SANBI and the Operator in connection with the contract or the carrying out of duties under the contract, agreement is to be reached by amicable discussions. Failing such agreement the dispute shall be referred to an independent person of good repute and standing agreed by both parties. If the parties are still not able to agree, the arbitration clauses in the lease will apply.

4.11 INCONSISTENCIES

If there are any inconsistencies in these documents or in explanations given to Bidders including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. KIOSK NAME

The Kiosk is called **"The Snack Bar**