

**SBD1
 PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	Q7893/2022.	CLOSING DATE:	18 February 2022	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE OPERATION OF THE STRELITZIA RESTAURANT IN KWAZULU NATAL NATIONAL BOTANICAL GARDENS.				
NON-COMPULSORY SITE BRIEFING:					
This is a non- compulsory and will be conducted at the venue, time and date given below: Venue: Strelitzia Restaurant Date: 14 February 2022 Time:9 am 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. Malome Kekana at M.Kekana@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					

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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.					

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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.

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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder², member):
.....

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

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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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 **YES / NO**
presently employed by the state?

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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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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

YES/NO

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who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

.....

.....

.....

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

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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

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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.

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

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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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		

Where

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- 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)

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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:.....

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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;

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- (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:

SBD 8

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.

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- 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 <i>audi alteram partem</i> 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:		

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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

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CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all quotations¹ 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.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SANBI: Q7893/2022: THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES THE ADVERTISEMENT OF THE STRELITZIA RESTURANT IN KWAZULU NATAL NATIONAL BOTANICAL GARDENS.

(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

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- (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 consortium³ 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.

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.....

Signature

.....

Date

.....

Position

.....

Name

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REQUEST FOR PROPOSAL

For

**THE APPOINTMENT OF AN OPERATOR TO OPERATE THE COFFEE
SHOP/RESTAURANT AT THE KWAZULU NATAL NATIONAL BOTANICAL
GARDEN, PRESTBURY, MAYORS WALK, PIETERMARITZBURG, FOR A
PERIOD OF FIVE YEARS**

**The South African National Biodiversity Institute (SANBI)
2 Zwartkops Road
Prestbury
3208**

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

Proposal No: **Q7352/2021**

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GENERAL TERMS & INSTRUCTIONS

BACKGROUND

This document (Document 1) gives a general overview of the process to be followed in appointing an Operator to operate the COFFEE SHOP/RESTAURANT inside the KwaZulu Natal National Botanical Garden, particularly regarding the requirements to be submitted in responding to a call for proposal in respect of the COFFEE SHOP/RESTAURANT situated inside the KwaZulu Natal National Botanical Garden.

This document is to be read in conjunction with the Catering Specifications and Background Information (Document 2).

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

1. PREPARATION AND SUBMISSION OF PROPOSALS

1.1 The Request for Proposal (RFP) documentation (Document 1) consists of:

- General Terms & Instructions to Bidders; and
- Forms of Proposal.
- The Proposal 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 Proposals shall be prepared and submitted in accordance with the RFP 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 finalized and signed by both SANBI and the Bidder.

1.4 Submissions should be e-mailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Siphokazi Zozi at S.Zozi@sanbi.org.za and Mr. Malome Kekane at M.Kekane@sanbi.org.za.

PLEASE NOTE: Emailed applications must not be more than 8MB.

1.5 Proposals received after the Proposal closing date and time will be disqualified. This Request For Proposal (RFP) is being issued by SANBI and does not constitute an offer.

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These documents are intended to provide information and guidelines for the preparation and submission of a Proposal by the Bidders.

1.6 All SCM queries and communications in relation to this RFP should be directed to at the S.SCM-Quotations@sanbi.org.za **latest 2 days before the closing date.** Operational or technical queries can be directed to Ms Sthembile Zondi(Curator: KwaZulu Natal National Botanical Garden) on Tel.: (033) 344 3585 or s.zondi@sanbi.org.za, at the **latest 2 days before to the Proposal closing date.**

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

1.8 The Proposal shall be submitted without review by, comparison of figures with, arrangement with, or knowledge of any other person or company submitting a Proposal 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 Proposal shall advise SANBI prior to the submission of the Proposal and include in their Proposal full details of the joint venture including a copy of the signed joint venture agreement.

1.9 Requirements

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

- A current copy of the **Central Suppliers Database (CSD) registration report or registration number**
- A certified copy of **Liability Insurance Cover** for the company and the amount available per claim
- **UIF compliance** demonstrated by submission of one of the following:
 - A valid copy of the UIF Letter of Compliance issued by the Department of Labour, or
 - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - Valid proof of exemption for UIF.

1.9.2 Each Proposal document must include the following documentation for evaluation purposes:

- Copy of the latest Audited Financial Statement
- Completed forms of the Proposal (Annexures 1-13)
- An original or certified copy of a B-BBEE certificate or sworn affidavit. (Please note that failure to submit a valid original or certified B-BBEE; certificate/sworn affidavit mentioned above will result in the Proposal not being awarded points in the second evaluation stage (see section 10)

1.9.3 Other documents to be submitted:

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A valid Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour. If the Bidder does not possess a COIDA certificate this will be required within 10 days of appointment. If the certificate cannot be presented within this period, the offer will be terminated.

2. EXAMINATION OF REQUEST FOR PROPOSAL (RFP)

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

2.2 The Bidder is responsible for examination of the RFP 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 RFP 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 Proposal all information and data that may affect their Proposal 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 RFP the Bidder agrees to ensure that its members, directors, officers, employees, agents and representatives (and, where applicable, those of its participating members) use the RFP only to evaluate the Proposal opportunity and for no other purpose. The aforesaid parties are not to divulge or distribute any information or pass any copies of the RFP to anyone else without the prior written approval of SANBI and to return the RFP 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 they submit their Proposals, 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 Proposals. SANBI reserves the right to publicly disseminate any information of a non-confidential nature contained in any Proposal.

4. SITE INSPECTION AND CONDITIONS

4.1 Kindly be informed that the building has no equipment. 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.

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Site visits, in addition to the recommended site visit (see 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 RFP.

- 4.3 **A non- compulsory site inspection session will take place on site on 10 February 2021 from 9:00 at the KwaZulu Natal National Botanical Garden Offices** (Restaurant, KwaZulu Natal National Botanical Garden, Prestbury, Mayors Walk, Pietermaritzburg).

To comply with the COVID-19 pandemic social distancing guidelines and protocols, **only one representative per potential Operator will be allowed to attend the scheduled non-compulsory site inspection session.**

5. PROPOSAL VALIDITY, MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 5.1 The Bidder may modify or withdraw its Proposal at any time prior to the Proposal due date specified in the RFP provided that notification of such withdrawal or modification is received by SANBI in writing prior to the Proposal closing date.
- 5.2 Once submitted, Proposals shall be fully binding upon the Bidder and shall be valid for a period of 120 days (four months) from the date of submission of the Proposal, and thereafter as mutually agreed.

6. AWARD OF CONTRACT

- 6.1 SANBI shall not be bound to accept the highest, lowest or any other Proposal and it shall be entitled to accept all or part of a Proposal. It shall not be liable for any costs or expenses or damages incurred by any Bidder who submits a Proposal, irrespective of the outcome of such Proposal. If, however, any such Proposal 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 Proposals, to discuss any matter relating to the Proposal and/or to issue supplements or addenda to the Proposal. SANBI also reserves the right, after the closing date and evaluation process, to request Bidder's clarification on the Proposal submission. Any such clarifications or addenda or supplements shall be considered as forming part of the Proposal 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 Proposal to that Bidder.

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7. BIDDERS' RETURN OF DOCUMENTS

Unsuccessful Bidders' documents will not be returned.

8. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

Bidders shall submit their Proposals in accordance with the Forms of Proposal.

9. FORMS OF PROPOSAL (Annexure 1 to 13)

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 menu

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 Proposal are to remain valid for a period of 6 months from the date of submission of the Proposal 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**. The choice of uniform must take into account the Garden environment as well as the theme of the COFFEE SHOP/RESTAURANT.

9.5 Staff Training Policy & Programmes

In **Annexure 5**, Bidders are to give as much information as possible on their training policy and programmes applicable to this contract. The training must be relevant to the hospitality sector.

9.6 Capital Investment

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

9.7 Projected sales

Please note: Bidders are to indicate their projected net sales revenue for the first three (3) years of operation (**Annexure 7**).

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In accordance with SANBI's lease agreement with operators, Bidders must take note that the minimum monthly rental payable will be R3,000 or percentage(10%) of turnover, whichever is higher. The minimum monthly rental will increase annually by CPI.

Rental calculated as a percentage of monthly turnover as follows:

If the appointed Bidder has to make a substantial investment (in excess of R500 000) to establish the COFFEE SHOP/RESTAURANT, then the monthly rental will begin at 5% for the first year and increase annually by additional 1% per annum until the target maximum of 10% is achieved.

Or

If the appointed Bidder does not need to make a substantial investment to establish the COFFEE SHOP/RESTAURANT, less than R500 000, then the rental will be 7% and increase annually by additional 1% per annum until the target maximum of 10% is achieved

No sub-rental of the premises or business will be allowed without consultation with SANBI.

- 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**.
- 9.10 Company profile
Each Bidder is to submit the company's profile in **Annexure 10**
- 9.11 Waste management plan
Each Bidder is to submit a detailed Waste Management Plan outlining the kind of waste that will generated by the operation and how this will be managed in **Annexure 11**. (See Section 2.21 in Document 2)
- 9.12 Risk Management plan
Each Bidder is to submit a Risk Management Plan in relation to hazardous activities and COVID-19 in **Annexure 12**. (See Section 2.21 in Document 2).
- 9.13. Marketing Capability
Each Bidder is to submit examples of marketing initiatives used previously (one example of each, e.g. advert (print or electronic), FaceBook page screenshot, brochure (print or electronic)) in **Annexure 13**.

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.

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Stage one evaluation: The table below indicates the criteria for the phase one (functionality) evaluation.

FUNCTIONALITY CRITERIA	POINTS
1. Proposed concept of operation needs to be aligned with the philosophy of the Garden (Annexures 1 and 4) 1.1 Proposed concept including visual/pictorial presentation of furniture (9.1) 1.2 Staff uniforms (9.4)	(15) (10) (5)
2. Proposed selection of products, menu, equipment and added value for money (Annexures 3, 6 and 7) 2.1 Product details and pricing menu (9.3) 2.2 Projected sales (9.7) 2.3 Capital investment and relevant resources suitable to operate the COFFEE SHOP/RESTAURANT during the contract period (9.6)	(30) (15) (5) (10)
3. Capability of staff and company (part of Annexures 5, 9, 10 and 13) 3.1 CVs of staff (Management and the Chef applicable to this operation) (9.9) and the current company profile (9.10) (CVs to include experience, qualifications and previous employers and should not be more than three pages) 3.2 Marketing capability (provide 1 example of each of the marketing activities previously undertaken) (9.13) 3.3 Staff training policy and programmes (9.5)	(25) (10) (10) (5)
4. Track record, history and experience relevant to the proposed operation (Annexures 8 and 9) 4.1 References (9.8) 4.2 Bidder History (9.9)	(10) (5) (5)
5. Safety, Health and Environmental Requirements 5.1. Waste Management Plan (9.11) 5.2. Risk Management Plan (9.12)	(20) (10) (10)
Total	100

Bids that fail to score a minimum of 60 out of 100 points for functionality will not be eligible for further consideration.

The **second stage** will be evaluated in accordance with the Preferential Procurement Regulations, 2017, pertaining to the Preferential Procurement Policy Framework Act (No. 5

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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 Proposal, the second stage of evaluation of bids will focus solely on preference points as determined from the bidder's B-BBEE Status Level Certificate.

11 EXCLUSIVITY

The successful Operator is not guaranteed of any business from the client that may be arising from time to time pertaining to similar or other services. The Operator will be entitled to compete on an equitable basis for any such business on a Quotation or Proposal basis. The Operator will be required to sign a new contract with the Client for the service or business.

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ANNEXURE 1: PROPOSED CONCEPT

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ANNEXURE 2: OPERATING HOURS

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ANNEXURE 3: PRODUCT DETAILS & PRICING MENU

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ANNEXURE 4: STAFF UNIFORM

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ANNEXURE 5: STAFF TRAINING POLICY & PROGRAMMES

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ANNEXURE 6: CAPITAL INVESTMENT

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ANNEXURE 7: PROJECTED NET SALES REVENUE FOR THREE [3] YEARS

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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 3:

Name of reference:

Contact person:

Telephone numbers:

Length of contract/trading period:

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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.	

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ANNEXURE 10: COMPANY PROFILE

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ANNEXURE 12: RISK MANAGEMENT PLAN

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ANNEXURE 13: MARKETING CAPABILITY

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SANBI

Catering Specifications and Background information

KwaZulu Natal National Botanical Garden

Document number: Two (2)

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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 proposal in respect of the Strelitzia Restaurant situated inside the KwaZulu Natal National Botanical Garden.

This document (Document 2) is to be read in conjunction with the Terms of Reference (Document 1).

1.2 TERMINOLOGY & DEFINITIONS

The following terminology has been used throughout this document:

- SANBI: South African National Biodiversity Institute
- The Garden: KwaZulu Natal National Botanical Garden, Pietermaritzburg
- The Operator: Appointed caterer
- Restaurant: Former Strelitzia Restaurant situated inside the Garden

1.2 CATERING OBJECTIVES

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

- usage of environmentally friendly products and practices;
- developing a concept which has some speciality as a drawcard;
- creating a pleasant eating ambiance in which garden visitors can relax and enjoy good service, good quality food and drink under hygienic conditions, and feel that they are getting value for money;
- creating a pleasant function venue where guests can relax and enjoy good quality hospitality and rustic country scenery;
- assisting SANBI in enhancing the appeal of the garden, both to tourists and the general public;

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- offering a restaurant menu that reflects modern eating habits and innovative cuisine; and
- attractively presenting and merchandising food and local beverages of the area.

1.4 TERMS OF TRADING

The Operator will be offered a 5-year contract commencing on **1 April 2022** (or as agreed between the Operator and SANBI) and performance will be reviewed on an annual basis. The contract may be open for renewal 5 years after the date of commencement, for a further 5-year period, by mutual agreement and dependent on performance during the initial 5-year period. Hereafter SANBI has the right to re-tender the contract should it be considered appropriate.

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 all income generated
- depending on whichever is the higher amount on a monthly basis, pay a minimum monthly rental or a percentage of net sales revenue
- present SANBI with audited accounts at the end of each financial year
- be responsible for paying all operational overheads including electricity, water, refuse removal, cleaning, telephone, fax, alarm and security costs
- Provide the necessary equipment to operate the facilities as indicated in this document (see **Section 2.6 and 2.7**)

SANBI will provide:

- full services as per the attached drawing
- Drinks store without shelving
- Food store without shelving
- Kitchen space
- Extraction system
- Fully functional cold room
- Office space
- Garden service for the landscaped areas surrounding the Restaurant

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SECTION 2 – THE GARDEN & ITS FACILITIES

2.1 BACKGROUND

The KwaZulu Natal National Botanical Garden (KZNNBG) is one of 11 gardens that form part of the South African National Biodiversity Institute (SANBI) that resides under the Department of Environment, Forestry and Fisheries (DEFE).

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 include:

- A Restaurant
- Biodiversity Education Centre
- Clivia hall- for meetings and conferences(under renovations)
- Marquee Tent Area
- Walking trails
- Guided tours
- Plant Sales Nursery
- Children's Play-area next to the Tea Garden
- Public toilets
- Peaceful KingFisher Lake
- Plane tree avenue
- Acrobranch adventure park
- Zulu Demonstration garden
- Curio shop-for meetings and conferences
- Concert area

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2.2 GARDEN ENTRY

The Garden is open 365 days a year at the following times:

08:00 - 18:00 from 1 April to 31 August

08:00 - 18:30 from 1 September to 31 March

Visitor access to the restaurant will be via the main entrance and through the garden. This means that all restaurant customers will have to pay the garden admission fee and different options to this can be discussed with the appointed service provider. All visitors attending private functions shall be regulated by means of a guest list. All admission fees for private functions shall be paid over to SANBI separately by the restaurant operator and therefore private function visitors will not pay the admission fees at the gate as these must be included in the quoted per head price.

ADMISSION FEES

NB. Garden admission fees are revised on an annual basis and are subject to change

Admission fees to the garden indicated below are applicable from 1 April 2021 – 31 March 2022:

Adults	R37
Seniors (pensioners)	R27
Students	R27 (with valid student cards)
Learners	R15
Children under 6 years of age	Free

2.3 GARDEN VISITORS

The number of garden visitors over the last three years has averaged 110 000 per annum. It is important to note that visitation to the garden is seasonally influenced, with peak months being September to December and quiet months during the winter from May to July. It would be wise for the Operator to focus on vigorous marketing

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before and during the quiet months as well as to attract a greater percentage of local residents from the region.

The KwaZulu Natal NBG has a high number of visitors around long weekends and during spring and summer. These visitors often look for a place where they can get a light snack, something to drink and have a quick walk through the Garden.

As the area is very popular as a holiday and weekend destination, school holidays, Sundays and public holidays are the busiest days, weather permitting.

2.4 THE RESTAURANT

The restaurant was constructed to include facets of the natural environment like the local sandstone and timber to give the building an organic design feel. Inside, the colours are earthy and natural. The restaurant design is aimed at creating a link between the inside and outside environment. To achieve this, canvas screens have been used along the garden side of the restaurant to allow natural light in and protect diners from wind and rain.

Facilities include:

Fully functional Cold room

Kitchen 67.5sqm

store rooms of 86sqm

Restaurant of 134.5 sqm inside including an open fireplace

External deck 125.5 sqm

1X Male toilet @9.6sqm and 1X female toilet @ 9.6 sqm

Office space 24.1 sqm

2.4 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 SANBI.

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Similarly, 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 are necessary for the restaurant to maximise revenue opportunities and provide a high standard of catering service at the Garden.

The restaurant kitchen will be handed over installed with the following:

- full services as per attached drawing (please note: stoves, all other equipment and shelving are for the Operator's expense)
- food store
- drinks store
- fire extinguishers
- Cold room

2.7 FURNITURE, CUTLERY, CROCKERY & GLASSWARE

The Operator will be responsible for providing all furniture, crockery, cutlery, glassware, etc. and any other health and safety equipment required. An idea of the type and style to be used is to be included in the Forms of Tender (See Document 1).

The Operator will be responsible for maintaining stock levels at its own expense.

NB. All items (attached or loose) listed and currently found in and outside the restaurant, are the property of SANBI.

2.8 MAINTENANCE

The Operator will be responsible for the day-to-day maintenance of the restaurant facilities, all surfaces and equipment, whether the equipment has been supplied by the Operator or purchased new by SANBI. This 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.

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Equipment purchased by SANBI will remain the property of SANBI and is to be returned in the condition it was originally handed over with fair wear and tear taken into consideration. Should SANBI consider it necessary, independent equipment specialists may be called on to inspect and repair or replace any equipment supplied by 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 and staff toilets. These facilities are to be cleaned not only to a high visual standard but to a standard that ensures that all surfaces, counters, equipment, fridges, freezers, racking, etc stand the test of swabbing by inspection carried out on an ad-hoc basis. The Operator will be required to use high quality cleaning materials and chemicals (particularly sanitizers) purchased from well-established and reputable chemical companies.

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:

- deep cleaning of kitchen equipment and ducting
- steam cleaning of kitchen floors, walls, stores, fridges, freezers and equipment
- deep cleaning of staff facilities
- cleaning and maintaining fat traps and the disposal of the waste legally

Deep cleaning of kitchen equipment and ducting is to take place monthly and steam

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cleaning weekly or as agreed with SANBI. Deep cleaning of staff facilities and public toilets is to be conducted quarterly.

The Operator is to make sure that no littering of the surrounding areas occurs from its premises.

2.10 SMOKING

No smoking will be allowed in any of the SANBI buildings – only in the outdoor service areas. SANBI buildings are strictly NO SMOKING ZONES. Staff and visitors are to strictly adhere to any current South African legislation regarding smoking.

2.11 ADVERTISING

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

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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 SANBI.

Where appropriate, 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 and menu displays. All signage is to be approved by 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 SANBI.

2.14 REFUSE

The Operator will be expected to remove all refuse from the kitchen and food preparation areas at least daily to its garbage collection areas. SANBI will remove the refuse from the latter once a week for which a nominal fee will be levied.

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 but will be collected by SANBI.

Refuse stored in the catering facilities is not to be visible to garden visitors and should be suitably stored in sealed containers (baboon proof) such as lidded bins with a firm

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catch lined with plastic bags. The Operator will comply with any reasonable request from SANBI and will have regard to SANBI's policies on environmental management.

2.15 SECURITY

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

There is currently a 24-hour armed response service for the Garden premises.

2.16 EMERGENCY PROCEDURES

The Operator will be expected to familiarise its staff with 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 are to be familiar with instructions on how to use fire appliances. These will be supplied, regularly inspected and tested by SANBI.

Staff knowledge of the emergency procedures and how to use fire equipment, will be tested on a random basis by SANBI or its consultants.

2.17 STAFF FACILITIES

SANBI will not supply an office, and the Operator's staff can use the toilet at the restaurant. The Operator will also be responsible for the daily maintenance and regular deep cleaning of these facilities, outside the Garden's operating hours.

2.18 TELEPHONE

The Operator will be supplied with voice (Telephone) in the restaurant. The cost of telephone calls and rental will be for the Operator's account. On ultimate termination of the lease, ownership of the telephone number and equipment will vest with SANBI.

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2.19 LICENCES

All trading licences must be obtained and submitted prior to operating the restaurant. Proof of liquor licences must be submitted prior to any selling of liquor on the Garden premises and must be maintained by the Operator for the duration of the contract.

2.20 PARKING

Staff parking will be available behind the restaurant, towards the Garden's office. Delivery parking is below the restaurant's dining area. The exact number of bays is to be negotiated with SANBI.

2.21 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

Operators are required to comply with all acts, regulations and standards relating to Safety, Health and Environment and specifically cleaning and hygiene services applicable to the managing of restaurants (See Document 1).

General Safety, Health and Environmental (SHE) requirements:

All potential Operators entering into a contract with the South African National Biodiversity Institute (SANBI) shall, as a minimum, comply with the following requirements:

- The Occupational Health & Safety Act (OHSA) (Act 85 of 1993) and its Regulations: **A current, up-to-date copy of the Occupational Health and Safety Act as well as Safety, Health and Environment (SHE) file for the company shall be available on site at all times.** It must be supplied before the signing of the contract for the approval by a SANBI agent. The SHE file will become SANBI property at the end of the contract.
- The Operator's staff will be expected to attend induction training, within a week of the commencement of operation. The training will include evacuation procedures and familiarising staff with the part of the Garden they are stationed in.
- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996): The Operator will be required to submit a letter of Good Standing from the office

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of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act. The letter should be issued by the Department of Labour. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) and a letter of Good Standing shall be available on site at all times.

- National Environmental Management Act (Act No. 107 of 1998),
- Waste Act (Act 59 of 2008).
- The South African National Biodiversity Institute Health and Safety Specification and relevant policies.

The Operator shall:

- Create and maintain a safe and healthy work environment for its own staff and those of SANBI.
- Execute the work in a manner that complies with all the requirements of OHSA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring. Any incident should be reported to SANBI within 24 hours and the necessary remedial processes put in place.
- Provide all related working equipment such as protective clothing, etc. to ensure the safety and health of its own staff and those of others.
- Respond to the notices issued by SANBI's Health and Safety Agent as follows:
 - Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
 - Contravention Notice: rectify contravention within given time.
 - Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

Waste Management Plan:

In terms of Schedule 5B of the Constitution of South Africa (Act 108 of 1996), waste management is a local government competence that must be executed to protect human and environmental health.

Potential Operators are requested to submit a Waste Management Plan as part of their proposal. The plan must describe all aspects of the management of waste that will be generated, collected, processed or treated as part of the operating of a restaurant on SANBI premises.

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The plan should emphasise the following:

- The management of waste generated through the cleaning and hygiene services associated with the maintenance within restaurants, such as used cleaning chemicals and empty containers from these and from pest control material.
- The processes and responsibilities for the removal and disposal of sanitary waste in compliance with legislation, National Environmental Management: Waste Act (Act 59 of 2008).
- The legal disposal of waste collected, including batteries and the disposal of the fat trap content, and recyclable of materials.
- An indication of how recycling will be conducted.

Risk Management Plan

Potential service providers are requested to submit a Risk Management Plan as part of their proposal. The plan must describe all aspects of the management of risk in terms of identifying, monitoring and managing potential risk related to operating restaurants on SANBI premises.

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SECTION 3 – THE REQUIRED CATERING SERVICE

3.1 THE RESTAURANT

The restaurant will be utilised as a venue for light meals, snacks, and drinks mainly, but should also offer main meals for Garden visitors wanting to spend more. The restaurant is to offer a service that coincides with the opening times of the Garden, unless otherwise agreed with SANBI. Past experience indicates that there is insufficient demand for a dinner-venue unless function-orientated or a specific day(s) is allocated to provide for this. For example, corporate dinners, a Friday night dinner special, etc.

Potential Operators are to submit within the Forms of Tender full details on how they propose developing and operating this venue including menus, selling prices, marketing plan, sketches, photos, sample boards, etc.

The restaurant concept is to appeal to families, business people, tourists and locals. The food is to be moderately priced, stylish and of a quality befitting a prestigious venue as this Garden.

This restaurant is to operate 7 days a week, 365 days a year, unless otherwise agreed with SANBI. Opening times will be for the operator to propose and are to be detailed in the Forms of Tender.

SANBI will only consider proposals whose activities relate to environmental promotion and are family oriented.

It is thus important for the Operator to explore special offers for pensioners (mainly on Tuesdays) when most appropriate to ensure ongoing business especially during the quiet months.

3.2 METHOD OF PAYMENT

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

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3.3 FUNCTIONS

The Operator will be required to abide by SANBI's policy on noise levels and will have to seek SANBI's approval prior to any event involving music, public address systems and similar. Fireworks are not permitted. No open fires or equipment with open fires to be placed around the building.

Any food transported around the Garden is to be placed in suitable, lidded or covered containers. Temperature of hot food is to be maintained at 65°C or above and cold food at 4°C or below until time of consumption.

Cleaning of any outside function areas will fall under the responsibility of the Operator with the exception of Garden areas where litter will be collected by SANBI staff.

Picnicking is allowed in the preferred area in the Garden. This policy provides opportunity for the Operator to provide a picnic service on condition that the picnic service includes information on monkey management in the area and litter prevention.

The Operator is to provide SANBI with a list of forthcoming functions by the last weekday of each month. Guest lists for the entrance passes are to be provided to SANBI at least 48 hours prior to the function.

3.4 CATERER EXCLUSIVITY

The Operator will not have exclusive rights to function/event catering held at the Garden. For example, concert organizers may serve food and drinks to cover their costs or as part of sponsorships. However, SANBI undertakes to inform the Operator of forthcoming events.

3.5 SELLING PRICES

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

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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.

3.6 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 SANBI's mandate.

3.7 LAUNDRY

The Operator will be responsible for its own laundry including any function linen. The Operator's staff will be expected to change their uniforms daily.

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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 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 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 Tender and assessed on degree of cooking, general appearance and presentation as well as compliance with menu description
- product temperatures (see **Section 4.6**).

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.

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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 Tender)
- Cleanliness of uniforms
- Personal hygiene (as laid down in the Health Act and general food-handling best practices)
- Menu and ingredient knowledge
- 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:

- Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA)
- Employer's liability
- Public liability relating to the service being offered and during any shop-fitting
- 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 service provided must be forwarded to 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.

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4.5 MANAGEMENT REPORTING

SANBI requires the following monthly reports from the Operator:

- Daily number of transactions/customers broken down
- Typical average spend
- Number, size and average spend of any functions
- Daily net sales revenue for the venue under the headings: functions and restaurant
- Monthly turnover for the 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 SANBI with audited accounts.

4.6 PURCHASING & STOCK

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

- Randomly weigh products
- Regularly check expiry dates of products/stock
- 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
- 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.

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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 during the proposal process. Any changes to uniforms thereafter are to be approved by 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, they are to do so outside the SANBI building and out of sight of restaurant customers.

The Operator's staff members are to be adequately trained in the tasks they are expected to perform. If necessary, 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.

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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 SANBI's relationship with the State and its employment equity philosophy. The Operator must not do anything that causes industrial unrest amongst SANBI staff.

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, 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 are as follows:

- 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;
- Carrying out thorough and ongoing 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 legitimate pest control company complying with the OHSA and its regulations in the use of pest control agents, to undertake regular inspections. Records of visits as well as the inspection results are to be kept and will be inspected by SANBI on an ad hoc basis; and
- COVID-19 safety and health protocol compliance.

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4.9 TERMINATION OF CONTRACT

Should standards of service, food hygiene and safety, quality of produce, continuity of operation and other operational aspects lapse and continue to do so after a written warning from SANBI, SANBI 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 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 potential Operators including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. RESTAURANT NAME

The Restaurant is currently called “**Strelitzia Restaurant**”, but the new Operator will be able to give a new name according to the garden environment, subject to the approval of the Curator of the Garden.

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Annexure A

Floor Plan of the Restaurant- (See attachment)



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