

SANBI

Catering Specifications and Background information

Kirstenbosch National Botanical Garden

Document number: Two (2)

SECTION 1 - BACKGROUND

1.1 INTRODUCTION

This document gives a general overview of Kirstenbosch National Botanical Garden's visitor services, particularly regarding food operations. It sets out the requirements and calls for proposal in respect of the restaurant situated inside the botanical garden.

This document 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: Kirstenbosch National Botanical Garden, Cape Town
- The Operator: Appointed caterer
- Restaurant: Restaurant 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:

- 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 garden scenery;
- assisting SANBI in enhancing the appeal of the garden, both to locals and tourists;
- assisting SANBI in all its attempts to reduce its carbon footprint by sourcing where possible locally products and services
- offering a restaurant menu that reflects modern eating habits and cuisine with a broad appeal; and
- attractively presenting and merchandising food and beverages of the area.

1.4 TERMS OF TRADING

The Operator will be offered a 5-year contract commencing on 1 May 2023 (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, etc.
- provide some of the equipment required to operate the facilities as indicated in this document (see **Section 2.8**)
- provide adequately trained and experienced staff for the day-to-day operations of the restaurant

SECTION 2 – THE GARDEN & ITS FACILITIES

2.1 BACKGROUND

Kirstenbosch National Botanical Garden (KNBG) is one of 11 national botanical gardens that form part of the South African National Biodiversity Institute (SANBI) that resides under the Department of Forestry, Fisheries and the Environment (DFFE).

Kirstenbosch – flagship of the South African National Biodiversity Institute – was established in 1913 to conserve and promote the indigenous flora of southern Africa. Kirstenbosch is internationally acclaimed as one of the great botanical gardens of the world, and forms part of the Cape Town Big 6 tourism attractions, along with Cape Point, Groot Constantia, Robben Island Museum, Table Mountain Cableway and the V&A Waterfront.

Situated on the eastern slopes of Table Mountain, the Kirstenbosch estate, covering 200 hectares, includes a cultivated garden and a nature reserve. The developed garden (36 ha) displays collections of southern African plants including many rare and endangered species (see map **Annexure B**).

Garden facilities include:

- The Kirstenbosch Restaurant
- Children's play-area in front of the Kirstenbosch Restaurant
- Sculpture Garden and wedding gazebo
- Picnic areas throughout the garden
- The Kirstenbosch Tea Room
- Visitor Centre
- Old Mutual Conference Centre
- Coffee Shop in the Visitor Centre (currently Vida e Caffè)
- The Kirstenbosch Gift Shop (at Visitor Centre and at gate 2)
- The Kirstenbosch Bookshop x2 (at Visitor Centre and at gate 2)
- Centre for Home Gardening (garden centre trading in indigenous plants and related merchandise)
- Biodiversity Education Centre
- Richard Crowie Lecture Hall
- Marquee Lawn
- Concert stage

- Walking trails and paths
- Mountain bike tracks on the estate
- Viewing deck
- Tree canopy walkway
- Theme gardens
- Conservatory
- Guided tours
- Public toilets

2.2 GARDEN ENTRY

The Garden is open every day of the year at the following times:

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

08:00 - 19:00 from 1 September to 31 March

The Kirstenbosch Restaurant is situated inside the Garden and restaurant customers will therefore be required to pay the Garden entrance fees, except entry after 18:00 via the night entrance to the restaurant. Visitor entry fees are payable online (Webtickets), via Pick n Pay or via card payments only. Due to security and safety reasons, cash is no longer accepted for entry fees.

During weekdays (excluding public holidays), admission for pre-booked business breakfasts, business lunches and memorial service functions may be admitted free, subject to the Restaurant Operator paying SANBI 50% of the normal entrance fee for each person attending such pre-booked event. KBNG management must be notified of all such events prior to the date on which they will be held. This does not apply to tour groups, weddings and other private functions meaning that all visitors attending or participating in tour groups, weddings and other private functions will pay the full admission fee.

2.3. ADMISSION FEES

NB. Garden management reserves the right to adjust admission fees as and when deemed appropriate and all Kirstenbosch tenants will be notified of any such changes. Ordinarily, admission fees are revised on an annual basis.

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

Standard fees
Standard Adult: R200 Students/learners of 18 years and older from a South African institute (with student card): R45 * Children aged 6 to 17 years: R25 Children under 6 years: Free BotSoc members (with membership card): Free South African residents over the age of 60 (with ID): Free on Tuesdays except on public holidays
Fee for South African Residents & SADC Nationals **
South African Residents & SADC Nationals 18 years and older (with ID): R80
Fee for African Nationals **
African Nationals 18 years and older (with ID): R120

*Students/learners over 18 years from a South African institute need to show their student card or letter from their institute in order to qualify for the South African student rate.

**In order to qualify for the discounted entry ticket rate South African residents, SADC Nationals and African Nationals must present their ID, a certified paper copy of their ID, driver's licence or passport. High-quality electronic copies are also suitable.

2.4. KNBG VENUES AVAILABLE TO THE KIRSTENBOSCH RESTAURANT

2.4.1. Wedding Gazebo and Sculpture Garden

The Lessee has the option to hire, at the prevailing rate, the Gazebo situated in the Sculpture Garden for the purpose of wedding ceremonies and wedding photographs. This arrangement is subject to wedding receptions being held in the Restaurant and availability. Hiring fees are to be paid simultaneously with monthly rentals.

2.4.2. Old Mutual Conference Centre

The Old Mutual Conference Centre is rented out for conferences, corporate functions, weddings and private functions, exhibitions and workshops. This hall can accommodate 400 guests in cinema style and 300 people if tables are required. Audio-visual equipment is available. Guests must arrange their own refreshments for functions.

The Kirstenbosch Restaurant has the option to hire the Old Mutual Conference Centre (OMCC) for conferences and other functions, at the prevailing rate discounted by 25%. This is subject to availability and to the conference delegates using Kirstenbosch Restaurant as the caterer for the event.

Hiring fees are to be paid simultaneously with monthly rentals.

2.4.3. Kirstenbosch Summer Sunset Concerts

The concert stage is situated inside Kirstenbosch and can seat 6 000 people on the lawn. Concerts usually take place on Sunday afternoons from late November until early April. KNBG's tenants may have the option to vend soft drinks, food, and the like at all Summer Sunset Concerts. This will depend on the need for such service at the event and potential sponsors involved.

Alcohol may not be sold at the concerts.

2.4.4. Take-aways

The sale of take-aways (picnic baskets, sweets, cold drinks and the like) is permitted. Take-away items are to be presented in packaging that is environmentally friendly, hygienic, attractive, preserves product quality and enables the food item to be easily eaten.

2.5. GARDEN VISITORS

The number of garden visitors over the last three years up until 2019 has averaged 1 100 000. Since COVID-19 lockdown regulations were enforced in March 2020, numbers have dropped by approximately 45% on average in comparison with 2019 figures. It is however expected that these numbers will improve as international travel returns. It is important to note that visitation to the garden is seasonally influenced, with peak months being October to March and quiet months during the winter from May to July.

Since the COVID-19 pandemic, KNBG has seen an increase in local visitors, especially over weekends, public holidays and school holidays. We have also noticed an increase in visitors from coloured and black communities. This has created a bigger need for a restaurant and take-away experience that appeals to broad spectrum of South Africans.

KNBG allows people to bring their own picnics to the garden, but KNBG management believes that more locals would opt for a restaurant experience or purchase take-aways if the right food and experience is offered at the right price.

2.6 THE RESTAURANT

The Kirstenbosch restaurant consists of two indoor seating spaces that are separated by an entrance hall and reception desk. One space was originally intended to be a fine dining area, while the other was a deli. The current operator uses the original deli area as a function area, or for additional seating on busy days. Both spaces have a large fireplace.

In addition to the inside spaces, there is also a terrace in front of the fine dining area, as well as a large wooden deck in front of the deli/function area which may be used should extra capacity be required.

The capacity of the various areas is as follows (these numbers do not take COVID-19 lockdown restrictions into account):

- Inside seating: Approx. 450
- Terrace: Approx. 120
- Wooden deck: Approx. 60

* See Floor Plan in Annexure A

2.7 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. Similarly, SANBI will not be able to use any of the Operator's facilities without its prior written consent.

2.8 EQUIPMENT

The Operator will be expected to add whatever equipment, furniture and fittings, that may be 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:

Outdoor Furniture

- Outdoor tables – large (14)
- Outdoor benches with back rest (7)
- Outdoor benches without back rest (16)
- Wooden tables folding (33)

Furniture & Fittings

- High back chairs (118)
- Bar counter with granite top (1)
- Inside tables (a la carte) (29)
- Indoor wooden table – large (4)
- Alarm system (1)
- Fireplace tools & black coal scuttle (1)
- Trolley units on castors – African rosewood (1)

Kitchen Equipment & Furniture

- Dirty drop off table with scrape hole (1)
- Single dirty drop off table (1)
- Inlet table with pre rinse bowl & splashguard (1)
- Pre rinse unit with tap (1)
- Outlet table (1)
- Double bowl pot sink 2250 x 650 x 915 (1)
- Single bowl prep sink 2250 x 1840 (2)
- Single bowl prep sink S/S 650 x 910 (2)

S/S Table NSB and galvanised under shelf (7)
S/S Table NSB 2250 (1)
Two tier cold pass (2)
Double hot pass 2 tier (2)
Cold room shelving (16)
Galvanised Freezer room shelving (7)
6 burner stock pot boiling table – gas (1)
6 burner boiling table – gas (1)
Gas flat top (1)
Gas cylinders outside the building (3)
5 division Bain Marie (1)
Double fryer 2 x 20lt (1)
Combi Oven steamer – Rationale 10 tray (2)
Floor standing dough mixer 20lt (1)
Holman conveyer toaster (1)
150 kg electronic platform scale (1)
Hamilton beach milkshake machine (1)
Double mobile plate warmer 30cm plate size (1)
Cold room 6.3 x 4 x 2.4 (1)
Freezer Room 2.6 x 2.5 x 2.4 (1) (compressor unit not working)
Giant safe serial no 747446 (1)
Cat3 SABS sage serial no 77453626002 (1)

Office Equipment

Stationery cupboards (2)
Office chairs (2) (very poor condition)
Office blinds (1)

Laundry & Cleaning

Washing machine – LG Fuzzy logic (1)
Tumble dryer – Whirlpool (1)
Vacuum cleaner (1)

2.9 FURNITURE, CUTLERY, CROCKERY & GLASSWARE

The Operator will be responsible for providing all furniture, crockery, cutlery, glassware, etc. and any 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.

2.10 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 by SANBI. This equipment is to be serviced, maintained and/or replaced by the Operator, at its own expense, and in line with acceptable industry standards on servicing, maintenance, health and safety in order to provide a safe and uninterrupted catering service at the Garden.

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.

2.11 CLEANING

The Operator will be responsible for pest control, food safety, cleaning and hygiene of all areas of the restaurant and its 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 and ablutions
- deep cleaning of public ablutions used by restaurant patrons
- cleaning and maintaining fat traps and the disposal of the waste legally
- inspections and control measures around pest control
- food safety inspections and certificates
- inspections, maintenance and servicing of fire extinguishers and/or fire suppression systems
- electrical, plumbing, air conditioning and gas installations compliance certificates
- any other applicable safety, health, environment and catering compliance certificates

Deep cleaning of kitchen equipment and ducting is to take place monthly and steam cleaning weekly or as agreed with SANBI. Deep cleaning of staff facilities and public toilets is to be conducted quarterly.

Since the entire Garden is a bin free space, the Operator is to make sure that no littering of the surrounding areas occurs from its premises and must assist SANBI in educating visitors around environmentally conscious practices.

2.12 SMOKING

No smoking will be allowed in any of the SANBI buildings. SANBI buildings and the whole of KNBG are strictly NO SMOKING ZONES. Staff and visitors are to strictly adhere to any current South African legislation regarding smoking.

2.13 ADVERTISING

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

2.14 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.

2.15 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.

2.16 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. Cans, glass, plastic and paper are to be stored separately for recycling purposes. Refuse stored in the catering facilities is not to be visible to garden visitors and should be suitably stored in sealed containers (baboon / wild animal proof) such as lidded bins with a firm catch lined with plastic bags.

It is the Operator's responsibility to contract a waste removal service at its own expense.

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

2.17 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 any existing security service providers in the Garden.

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

2.18 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 made familiar with applicable SANBI policies and procedures and must attend induction sessions on such.

The Operator is to ensure that all its staff are trained and familiar with instructions on how to use fire, electrical and other potentially dangerous appliances and equipment. SANBI may request evidence of such training for its own records and for insurance purposes.

Staff knowledge of the emergency procedures and how to use fire equipment (fire extinguishers, fire blankets etc.), will be tested on a random basis by SANBI or its consultants. Health and safety obligations such as having COVID-19 compliance officers, safety officers and trained first aiders, must be met by the Operator as required by all applicable Acts and Regulations.

2.19 TELEPHONE

The Operator will be supplied with a telephone and intercom 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.

2.20 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.

2.21 PARKING

Staff parking and delivery parking is available behind the restaurant in Camphor Avenue, in the demarcated parking bays.

The parking area is used at the Operator's own risk. SANBI will not be held liable for any damage to, or loss of private property suffered by the Operator, its staff, any of its agents or service providers.

2.22 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

Operators are required to comply with all acts, regulations and standards relating to Safety, Health and Environment and specifically food safety and quality as well as 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 which must contain a safety management plans 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 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.
- To ensure the safety of all staff and visitors, the Operator must ensure it implements and complies with all necessary regulations and guidelines for managing the risk of COVID-19 as published in the latest regulations in terms of section 27 (2) of the Disaster Management Act.

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.

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 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.

SECTION 3 – THE REQUIRED CATERING SERVICE

3.1 THE RESTAURANT

The restaurant will be utilised as a venue for meals, snacks, and drinks for visitors to the Garden. The restaurant is to offer a service that coincides with the opening times of the Garden, unless otherwise agreed with SANBI. 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, businesspeople, locals and tourists. The food is to be moderately priced, appealing to a broad spectrum of people, stylish and of a quality befitting a prestigious venue as this Garden. SANBI values consideration for the environment in the design of menus, as well as choice of ingredients and suppliers.

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.

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. The

use of balloons and fireworks are strictly forbidden. No open fires or equipment with open fires to be placed around the building. Single use plastics are strongly discouraged as well as the use of decorative materials that may pose a risk to animals.

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 except for Garden areas where litter will be collected by SANBI staff or its cleaning service provider.

Picnicking is allowed in the Garden. This tender provides an opportunity for the Operator to provide a picnic service on condition that all Garden regulations are adhered to. Tables, chairs and umbrellas are not allowed in the Garden, but visitors may be seated on picnic blankets.

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 cater for functions/events 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 PRICE

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

3.6 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.

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 2.11 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 two 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 Tender)
- Cleanliness of uniforms
- Personal hygiene (as laid down in the Food Safety Act 1990 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.

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.

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.

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.

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 update.

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 OHS Act 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.

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

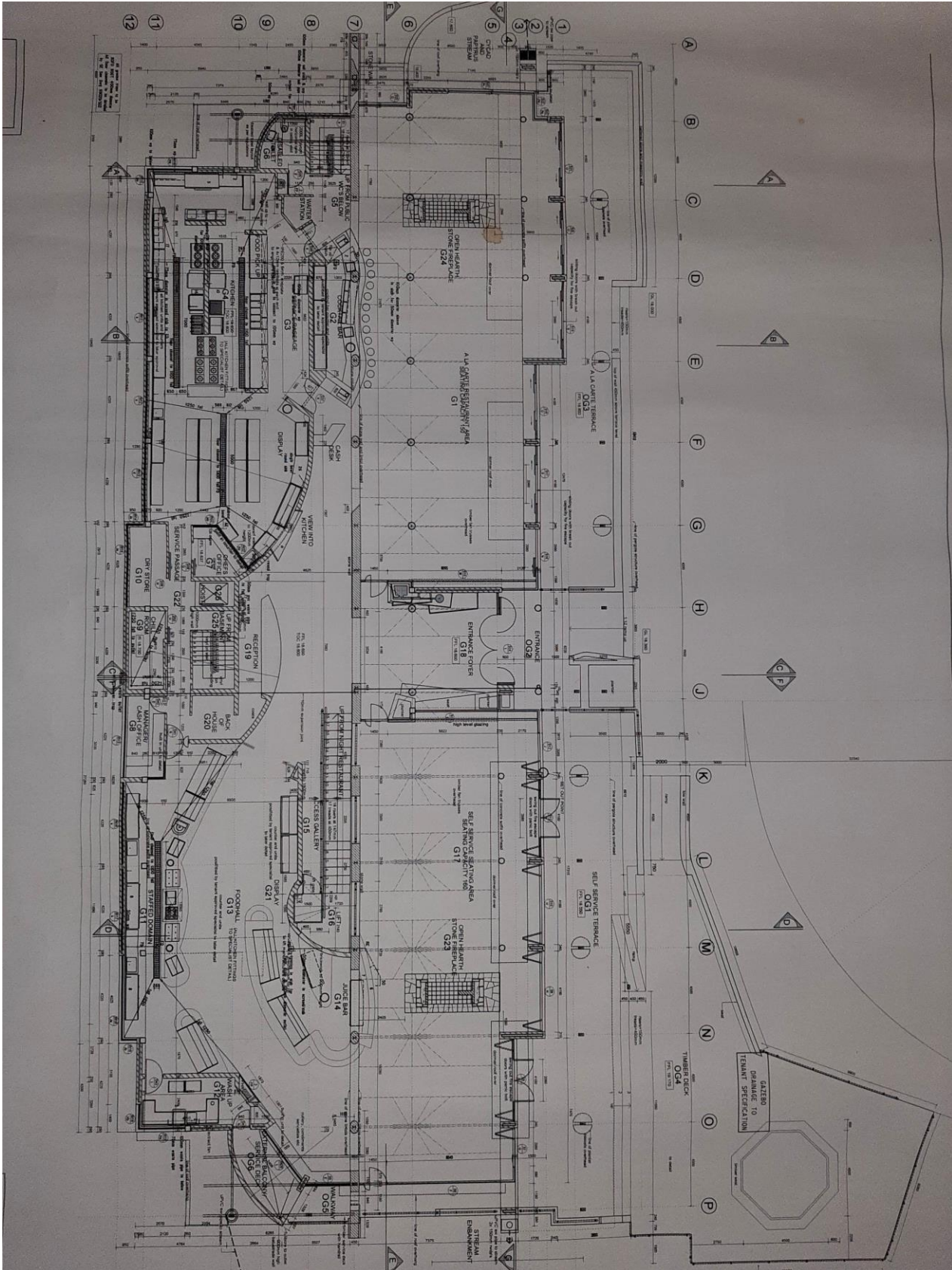
If there are any inconsistencies in these documents or in explanations given to potential Operators including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. RESTAURANT NAME

The Restaurant is currently called “**Moyo**”, but the new Operator will be able to propose a new name according to for example the garden environment, proposed service offering and unique selling point, known or desired theme, business philosophies etc. subject to the approval of the Curator of the Garden.

Annexure A

Floor Plan of the Restaurant



Annexure B

Map of Kirstenbosch National Botanical Garden

