SANBI
Biodiversity for Life
South African National Biodiversity Institute

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
RFQ NUMBER:	**Q9173/2022**	CLOSING DATE:	**30 March 2023**	CLOSING TIME:	**11H00 AM**

THE APPOINTMENT OF AN OPERATOR TO OPERATE THE KOKERBOOM RESTAURANT AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, ROUX ROAD, PANORAMA, WORCESTER, FOR A PERIOD OF FIVE YEARS

BID RESPONSE DOCUMENTS MAY BE E-MAILED TO BELOW ADDRESSES:

Submission of proposals: Proposals must be emailed to Ms. Noloyiso Giyama @ N.Giyama@sanbi.org.za and copy **S.SCM-Quotations@sanbi.org.za**

Please state the Bid number as the reference number on the subject line when responding to the RFQ

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Noloyiso Giyama**	CONTACT PERSON	**Ricardo Riddles**
TELEPHONE NUMBER	**012 339 2750**	TELEPHONE NUMBER	**023 347 0785**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**N.Giyama@sanbi.org.za**	E-MAIL ADDRESS	**R.Riddles@sanbi.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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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: ……

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

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

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

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

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

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

2 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.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of bidder

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference

points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	10	
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	05	
3. Categories contributing to developing human resources of persons historically disadvantaged by unfair discrimination on the basis of race, youth, class and gender. **Proof of certificates attended by personnel and CSD report)**	05	

female youth = 10 points male youth = 10 points No certificates submitted = 0 points (**Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

…… **SIGNATURE(S) OF TENDERER(S)** **SURNAME AND NAME**: ……. **DATE:** ……

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REQUEST FOR PROPOSAL

For

THE APPOINTMENT OF AN OPERATOR TO OPERATE THE KOKERBOOM RESTAURANT AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, ROUX ROAD, PANORAMA, WORCESTER, FOR A PERIOD OF FIVE YEARS

POSTAL ADDRESS:

The South African National Biodiversity Institute

Pretoria National Botanical Garden

Private Bag X101

Silverton

0184

RFP NO.:

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

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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 KOKERBOOM RESTAURANT, particularly regarding the requirements to be submitted in responding to a call for proposal in respect of the KOKERBOOM RESTAURANT situated inside the Karoo Desert 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. Noloyiso Giyama at N.Giyama@sanbi.org.za and **Closing date for submissions is: 29 March 2023 at 11:00**

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. 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 the S.SCM-Quotations@sanbi.org.za **latest 2 days before the closing date**. Operational or technical queries can be directed to Mr Ricardo Riddles (Garden Manager: Karoo Desert National Botanical Garden) on Tel.: 083 454 0594 or r.riddles@sanbi.org.za, at the **latest 2 days before to the Proposal closing date**.

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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:

- Submission of fully completed SBD 1
- Submission of fully completed SBD 4
- Submission of fully completed SBD 6.1
- 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.
- **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.

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)

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 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 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. SANBI will not supply any equipment other than that which is already existent in the building.
Site visits, in addition to the compulsory site visit (see 4.3 below), are to be arranged with the Karoo Desert National Botanical Garden Garden Manager, Mr Ricardo Riddles at r.riddles@sanbi.org.za

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 compulsory site inspection session will take place on site on 22 March 2023 at 9:00 at the Karoo Desert National Botanical Garden** (Kokerboom Restaurant, Roux Road, Panorama, Worcester).

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.

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 (taking into consideration that there is existing fixtures) 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 KOKERBOOM 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 KOKERBOOM 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).**

In accordance with SANBI's lease agreement with operators, Bidders must take note that the minimum monthly rental payable will be R 4 000 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 RESTAURANT, then the monthly rental will begin at 7% 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 RESTAURANT, less than R500 000, then the rental will be 9% and increase by additional 1% per annum to achieve a maximum of 10%.

No sub-rental of the premises or business will be allowed without consultation with SANBI. No transfer or change of operator's management without consultation and written consent of SANBI.

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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 be 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) and a marking plan for the Restaurant for the first year of the contract 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.

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

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	**Criteria**	**Sub Criteria**		**Weight**
1	**Company Experience**			**30**
	Bidders must demonstrate an in-depth experience and expertise in the field of hospitality, particularly restaurant operations backed by relevant supporting documentation. • Provide company history and reference letters from clients in the past five years (company name, contact person, telephone number, services	More than nine (9) years' relevant experience with more than 6 reference letters.	30	
		Between six (6) to nine (9) years' relevant experience with 5 or more reference letters.	25	
		Between more than three (3) to six (6) years' relevant experience with 4 or more reference letters.	20	

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	**Criteria**	**Sub Criteria**		**Weight**
	provided, total value of the contract and contract duration with dates, performance of the service provider per service provided). The reference letters must be relevant to the RFP.	One (1) to three (3) years' relevant experience with 3 reference letters.	10	
		No submission of evidence or less than one (1) year relevant experience with less than 3 reference letters.	0	
2	**Financial Capacity**			**20**
	Bank ratings code Bidders must submit bank rating code letter valid for three (03) months showing the conduct of the account (Supplemented by Audited financial statement showing financial capacity to implement and run the contract without foreseen cashflow challenges, liquidity)	Undoubted for the amount of enquiry or Good for the amount of enquiry. **(Bank code: A)**	20	
		The subject has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment. **(Bank code: B)**	15	
		The subject has a good record, the amount may appear high in relation to normal transactions on the account. **(Bank code: C)**	10	
		The financial position of the subject is modest or unknown, but where the account is satisfactorily conducted, and the subject is considered business commitments. **(Bank code: D)**	5	
		The amount of the enquiry is too high for the subject and terms given. **(Bank code: E)**	2	
		Non submission of bank rating letter	0	
3	**Capability of staff**			**25**
3.1	Capability of staff and company (part of Annexures 5, 9, 10 and 13) • 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).	More than six (6) years' relevant experience	10	
		Between four (4) to six (6) years' relevant experience	8	
		Between three (3) to four (4) years' relevant experience	6	
		More than one (1) to three (3) years' relevant experience	4	
		Below one (1) year relevant experience	2	
		Non-submission	0	

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CRITERIA FOR EVALUATING FUNCTIONALITY				
No	**Criteria**	**Sub Criteria**		**Weight**
3.2	Marketing capability (provide example of each of the marketing activities previously undertaken) and a marketing plan for the first year of the contract (9.13).	Marketing plan and more than 5 examples submitted.	10	
		Marketing plan and less than 5 examples submitted.	8	
		Marketing plan and less than 3 examples submitted.	5	
3.3	Staff training policy and programmes (9.5)	Training and skills development plan with time frames that covers code of conduct and procedures of hospitality sector, restaurant operations.	5	
		Training and skills development plan with time frames that covers code of conduct.	3	
		No submission of Trainings and Plan or Training plan that does not cover any of the elements above	0	
		Non-submission	0	
4	**Proposed concept of operation including menu, equipment and capital investment**			**15**
	Proposed concept of operation needs to be aligned with the philosophy of the Garden (Annexures 1 and 4)	Proposed concept including visual/pictorial presentation of furniture, staff uniforms, product details and pricing menu with projected sales.	15	
		Capital investment and relevant resources suitable to operate the RESTAURANT during the contract period.	10	
5	**Safety, Health and Environmental Requirements**			**10**
	Submission of a detailed Waste and Risk Management Plan	Waste Management Plan (9.11)	5	
		Risk Management Plan (9.12)	5	
	Total			**100**

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

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Specific goal: Categories contributing to meeting the basic needs of the South African people through job creation.			
Specific goals points allocated for this RFP	**Number of points allocated (80/20 system).**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**	**Tenderer to indicate how they claim points for each preference point system and attach evidence thereof.**
Enterprises with employment of 51% or more of persons who are black.	10		
Enterprises with employment of 51% or more of persons who are women.	5		
Enterprises with employment of 51% or more of persons who are youth.	5		
Enterprises with employment of less than 51% or more who are youth or women, or black	0		
TOTAL	**20**		

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.

ANNEXURE 1: PROPOSED CONCEPT

ANNEXURE 2: OPERATING HOURS

ANNEXURE 3: PRODUCT DETAILS & PRICING MENU

ANNEXURE 4: STAFF UNIFORM

ANNEXURE 5: STAFF TRAINING POLICY & PROGRAMMES

ANNEXURE 6: CAPITAL INVESTMENT

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

ANNEXURE 8: CONTACTABLE BUSINESS REFERENCES

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

Reference 1:

Name of reference: …….

Contact person: ……..……

Telephone numbers: ……..…….

Length of contract/trading period: ……..….

Reference 2:

Name of reference: ……..…..

Contact person: ……...…

Telephone numbers: ……..……

Length of contract/trading period: ……...…

Reference 3:

Name of reference: ……..…

Contact person: ……..……..…

Telephone numbers: ……..…..…

Length of contract/trading period: ……

ANNEXURE 9: BIDDER'S HISTORY & GENERAL INFORMATION

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

ANNEXURE 10: COMPANY PROFILE

ANNEXURE 11: WASTE MANAGEMENT PLAN

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ANNEXURE 12: RISK MANAGEMENT PLAN

ANNEXURE 13: MARKETING CAPABILITY

SANBI
Biodiversity for Life
South African National Biodiversity Institute

SANBI

Catering Specifications and Background information

Karoo Desert

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 Karoo Desert National Botanical Garden's visitor services, particularly regarding food operations. It sets out the requirements and calls for proposal in respect of the Kokerboom Restaurant situated inside the Karoo Desert 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: Karoo Desert National Botanical Garden, Worcester
- The Operator: Appointed caterer
- Restaurant: Kokerboom 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 country scenery;
- assisting SANBI in enhancing the appeal of the garden, both to tourists and the general public;
- 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 May 2023** (or as agreed between the Operator and SANBI) and performance will be reviewed on a quarterly 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**). Contract performance reviews will be conducted on a quarterly basis.

In return for this opportunity the Operator will:

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- 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:

- Kitchen
- Dining
- Veranda
- Ablution facilities
- Cold room
- Office
- Storerooms
- Garden service for the landscaped areas surrounding the Restaurant
- Pergola

SECTION 2 – THE GARDEN & ITS FACILITIES

2.1 BACKGROUND

The Karoo Desert National Botanical Garden is one of the eleven National Botanical Gardens managed by the South African National Biodiversity Institute (SANBI). SANBI is a statutory body whose mandated focus is on South Africa's national biodiversity heritage. The organization manages the network of national botanical gardens, and responsible for scientific research, knowledge management, policy, and planning, as well as human capacity development through biodiversity education and empowerment. The Garden is located in a beautiful semi-karoo setting in the Breede River Valley of the Boland Winelands region. It is surrounded by the spectacular Brandwacht and Audensberg Mountains to the northwest, the Hex River Mountains to the north east and the Du Toitskloof and Stettyns Mountains to the south. The garden is a mere 3 km from the CBD in Worcester and approximately 110 km from Cape Town which is easily accessible from the N1.

The natural environment consists of low undulating hills with broken succulent karoo veld that is rich with succulent and bulbous plants. The Garden is well known for its displays of warm Aloe and bulb blooms during autumn and winter and for its array of spring and summer displays of annuals and vygies. The approximately 12 ha cultivated sections consist of well maintained theme gardens with informative interpretation boards, plant labels, grassed picnic areas and several footpaths. The approximate 140 ha of natural estate which mostly forms the northern boundary of the garden, is popular amongst school groups, hikers and birders.

The garden was originally established in 1921 at Whitehill, near Matjiesfontein. It is the SANBI's second oldest garden to be established after Kirstenbosch in 1913 and was moved to Worcester shortly after the end of the Second World War in 1945. The Karoo Desert National Botanical Garden is South Africa's first and only true Desert Garden that is tasked with the conservation of arid and semi arid flora.

Garden facilities include:

- Indigenous plant sales nursery
- Multipurpose Education Centre
- Hiking Trails
- Picnic areas
- Kokerboom Restaurant
- Khoi and Nama Heritage Garden
- Unique scientific succulent collections
- Guided tours by arrangement
- Desert Bird trail
- Braille trail

2.2 GARDEN ENTRY

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

07:00 - 18:00

Indigenous plants nursery hours:

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- 8:00 – 13:00 and 14:00 – 16:00 weekdays
- 10:00 – 15:30 weekends from June to October

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 2022 – 31 March 2023:

Adults	R 40
Seniors (pensioners)	R 30
Students	R 20 (with valid student cards)
Scholars	R 15
Pre-School Children (under 6 years of age)	Free
Disabled	Free
Botsoc Members	Free

2.3 GARDEN VISITORS

The number of garden visitors over the last three years has averaged over a 20 000 per annum. It is important to note that visitation to the garden is seasonally influenced with peak months being August to January and quiet months during the winter from May to July. It would be wise for the operator to focus on vigorous marketing before and during the quiet months as well as to attract a greater percentage of the local residents of the region.

Many foreign specialist groups visit the Karoo Desert NBG especially during spring and summer. These groups are succulent collectors or growers, bulb enthusiasts, birders or scientists interested in natural history. Such visitors often look for a place where they can get a light snack, something to drink and have a quick walk through the Garden. Since the Kokerboom Restaurant is the only restaurant in the area that is situated in such a unique, tranquil setting, the operator will be expected to deliver good and well presented food within a minimum time span. Furthermore, it would be beneficial if the operator could offer certain food items on a self-service basis. Typically such items may include picnic lunches, drinks, snacks etc. Many locals are retired and many of them are Botanical Society members who frequent the Garden a few times a week for a walk or a light meal. It is thus important for the operator to explore special offers for

pensioners when most appropriate to ensure ongoing business especially during the quiet months. Sundays and public holidays are the busiest and these days should be viewed as windows of opportunity around which to arrange special events to draw in visitors from all walks of life.

2.4 THE RESTAURANT

The RESTAURANT was constructed to include facets of the natural environment like the shale slate cladding, cape thatch and timber to give the building an organic design and feel. Inside, the colours are earthy and natural. A prominent feature especially during cold winter days is the open fire place in the centre of the Restaurant. The design is aimed at creating a link between the inside and outside environment and to achieve this windows and doors have been used along the garden side of the Restaurant to allow natural light in and to create a visual link to the Garden.

Facilities include:

- 60 m² kitchen
- office 12 m²
- Cold room 6 m²
- Dry store room 7 m²
- Staff change rooms with ablutions for both male and female staff 10 m² each
- 50 seats restaurant inside including an open fire place 88 m²
- Outside terracotta tiled veranda terrace 123 m²
- Paved terrace with pergola 100m²
- Male public toilets (3 toilets, 4 urinals and 3 hand basins) 15 m²
- Female toilets (4 toilets and 4 hand basins) 16 m²
- Disabled persons toilet 3 m²
- Curio shop (not stocked) 65 m²
- Curio shop store room 4 m²
- Service area 54 m²
- Passages 19 m²

  Total gross building size 592 m²

2.5 USE OF CATERING FACILITIES

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

- Essential restaurant and kitchen items (As per Annexure C)
- Cold room with shelving
- Chest Freezers
- Food store with shelving
- Extraction system

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- Staff room with lockers

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

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.

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.

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
- pest control

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- 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 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. No litter are allowed within the public eye in the garden and around the restaurant, restaurant to arrange for suitable holding bay.

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.

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. No flyers, flags and tear-drop banners to be mounted anywhere in the Garden without 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. No refuse should be kept overnight around the restaurant building or parking area.

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 such as lidded bins with a firm 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. The operator will be required to purchase all gate remote controls.

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

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 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 in the Garden premises and must be maintained by the Operator for the duration of the contract.

2.19 PARKING

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

Delivery parking next to the Restaurant via the service route and delivery personnel must report to the security at the garden entrance for the gate to be opened. No other vehicles are allowed access in the Garden premises without prior arrangement with Garden Management.

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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 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 OHASA 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.

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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 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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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 time. 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 easy and quick, high quality meals as well as function venues for people wishing to enjoy a natural settings. The facility should also lean itself to providing special catering services for visitors wishing to hold special private functions such as weddings, birthday celebrations 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, 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 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. 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.

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.

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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.

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.

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.

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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.

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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.

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.

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

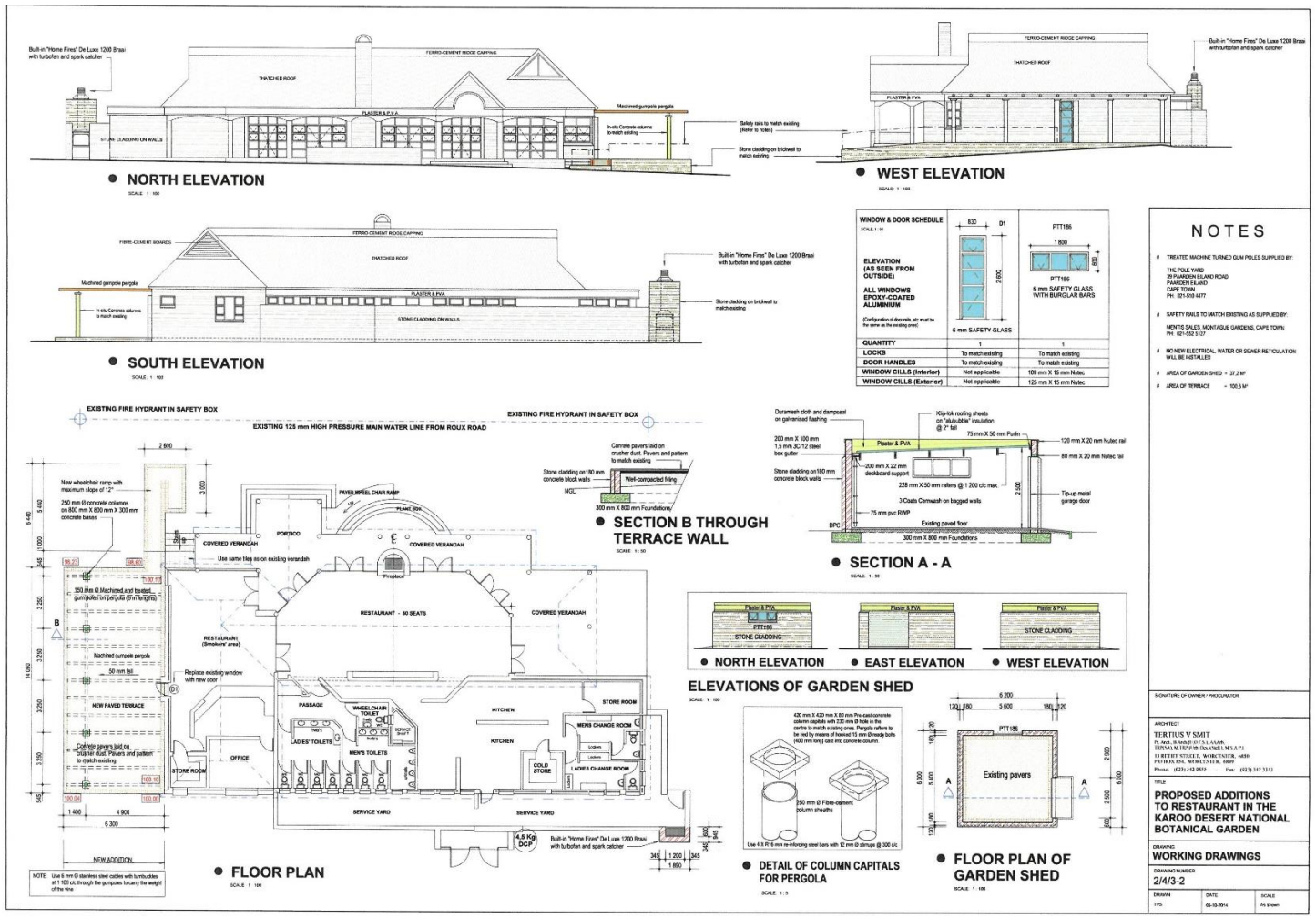
If there are any inconsistencies in these documents or in explanations given to potential Operators including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. RESTAURANT NAME

The Restaurant is currently called **"Kokerboom Restaurant"** and will remain as such unless otherwise stated on the lease and will be subject to approval of SANBI.

Annexure A

Floor Plan of the Restaurant- (See attachment)

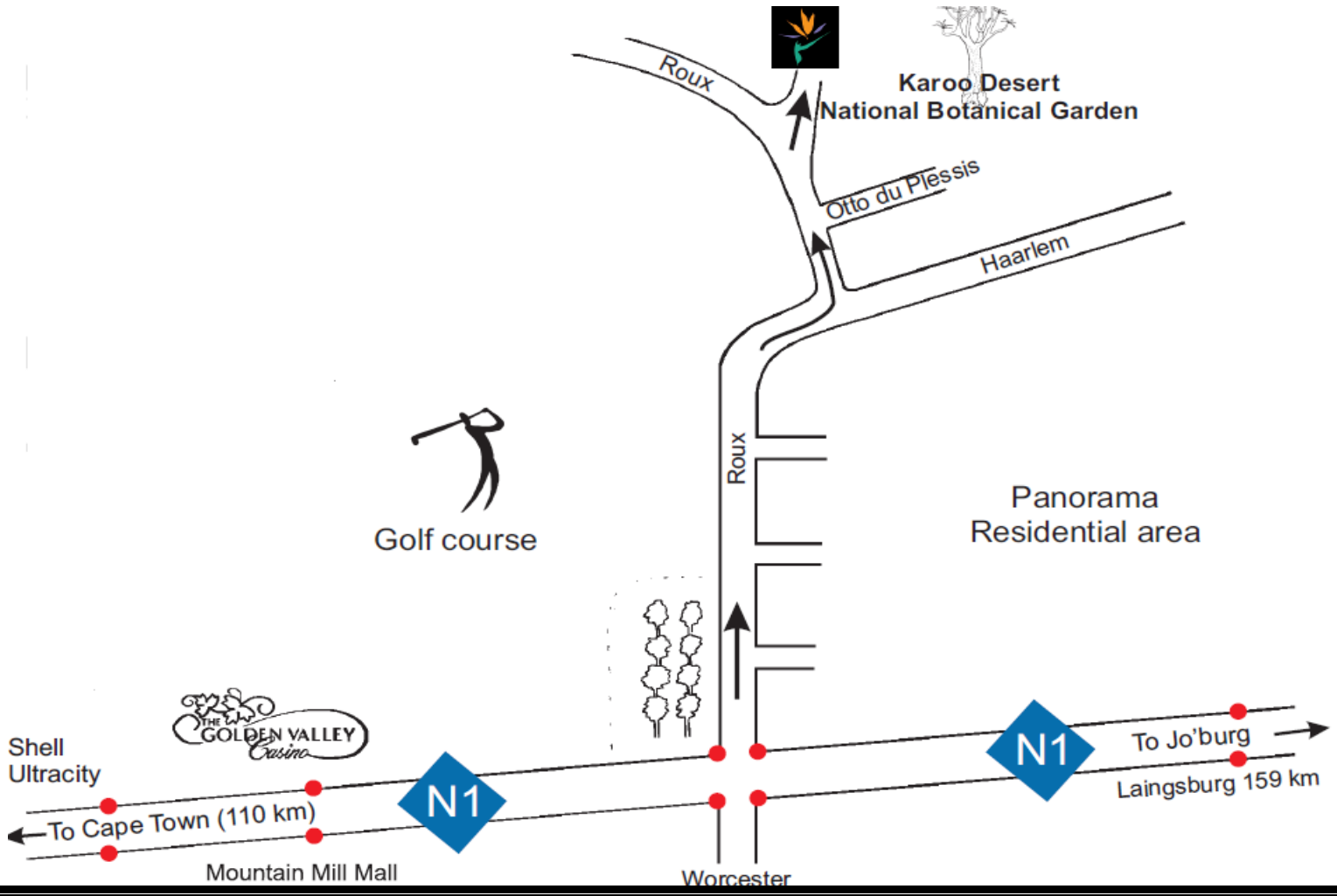


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Annexure B

Route Map to the Karoo Desert National Botanical Garden



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Annexure C

LIST OF ASSETS THAT ARE THE PROPERTY OF THE SANBI

Stainless Steel 4 Tier Shelving x1
Stainless Steel 4 Tier Shelving x13
Galvanized 4 Tier Cold Room Shelving x2
Galvanized 4 Tier Cold Room Shelving x2
Stainless Steel Table cw 150mm Splashback to rear and x1
Galvanized Under shelf x2
Stainless Steel Double Centered Bowl Sink 1
Stainless Steel Double Wall Mounted Pot Rack x1
CRM0830 - 400 Piece Mobile Crockery Rack x1
Stainless Steel Outlet Table x1
Classeq H958A Hood Type Dishwasher x1
Dish Rack - Flatware / Cutlery Rack – Blue x1
Dish Rack - All Purpose / Plate – blue x1
Glass Rack - 16 Compartment x2
Glass Rack Extenders - 16 Compartment x2
Glass Rack - 20 Compartment x2
Glass Rack Extenders - 20 Compartment x2
Stainless Steel Inlet Table cw Pre Rinse Shower x1
Pre Rinse Shower Complete x1
Stainless Steel Double Dirties Table cw Scrapehole x1
Stainless Steel Cold Counter x1
Stainless Steel 2 Tier Riser Shelf x1
Stainless Steel 3 Division Bain Marie cw Hot Closet - Excl. Inserts x1
Stainless Steel 2 Tier Hot Pass (top heated, bottom cold) x1
MB210 - 10 Liter Double Pan Fryer x1
Fryer Basket x2
Filter Paper x1
Filter Holder x1
Stainless Steel 6 Burner Radiant Gas Griller cw (2x) x1
1/6 Insert x 100mm deep x2
Flat Top Griddle Anvil Gas - 750mm x1
Flat Top Griddle Anvil - 400mm x1
Stainless Steel Table cw 150mm Splashback to rear and x1
Galvanized Under shelf
Salamander x1
Stainless Steel Bracket for Salamander x1
Stainless Steel 4 Burner Staggered Boiling Table x1
Convection Oven - Prima (timer) x1
Stainless Steel Wall Mounted Bracket for Oven x1
Stainless Steel Table cw 150mm Splashback to rear with Galvanized x2
Under shelf
Stainless Steel 2 Tier Wall Mounted shelf x1
Stainless Steel Veg Prep Sink with Bowls to LHS x1
Stainless Steel 2 1/2 Door Underbar Fridge cw 150mm Splashback to rear x1
LCD Thermometer, Compressor Warning light & 1 epoxy coated shelf per door

Stainless Steel 2 Tier Wall Mounted Shelf x1
Microwave Oven Sharp 1000 watts x1
Stainless Steel Bracket for Microwave x1
MPM1360 - Upright Fridge with Sliding Door Capacity 920lt x1
Coffee Grinder Normal with Doser - By Others x0
Espresso Machine - By Others x0
Milkshake Mixer Ham/Beach - Single x1
Tempest Blender Ham/Beach - 1.9lt x1
Stainless Steel 3 1/2 Glass Door Underbar Fridge No Splashback to rear x1
LCD Thermometer, Compressor Warning light & 2 epoxy coated shelf per door
Stainless Steel Prep Sink MB5 Bowl x1
Staff Locker 4 Door 4
Staff Locker 12 Door x2
Gas cylinders x 7
Whirlpool Air conditioner x1
Cold Room x1
Extractor fan x1
Behind counter Bar shelves x2

Note: This list is not exhausted and the tenant may add items as deemed appropriate. Items added will be at the tenant's expense and will remain the property of the tenant

Submission of Quotation

Closing date for submission: 30 March 2023

Applications must be emailed to the following e-mail address:

N.Giyama@sanbi.org.za with a copy to S.SCM-Quotations@sanbi.org.za

Emailed applications must not be more than 10MB in size.

Any further enquiries in this regard should be directed to Mr. Ricardo Riddles at R.Riddles@sanbi.org.za or 023 347 0785