PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*South African National Biodiversity Institute*)					
BID NUMBER:	SANBI: G543/2024	CLOSING DATE:	22 April 2025	CLOSING TIME:	11:00am
DESCRIPTION	THE APPOINTMENT OF AN OPERATOR TO OPERATE THE RESTAURANT AT THE PRETORIA NATIONAL BOTANICAL GARDEN FOR FIVE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: Biodiversity Centre Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria Pretoria					
A compulsory briefing session will be conducted at the time and date given as follows: **Date: 07 April 2025** **Time: 10H30 AM** **Venue: The African Pride Conference Centre, Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Silverton**					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	sanbi.tenders@sanbi.org.za	E-MAIL ADDRESS	R.Malatji@sanbi.org.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES
☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐
NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder………………………………………	Bid number: **SANBI: G543/2024**
Closing Time 11:00	Closing date: **21 April 2025**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			** (ALL APPLICABLE TAXES INCLUDED)

- Required by: …………………………………
- At: …………………………………

  …………………………………

- **Brand and model** **…………………………………**
- **Country of origin** **…………………………………**
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)** **…………………………………**
- **Period required for delivery** **…………………………………**

  ***Delivery: Firm/not firm**

- **Delivery basis** **……………………………………**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

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**

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

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.

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.

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

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.

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.

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

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Categories of persons historically disadvantaged by unfair discrimination on the basis of race. Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal Black Ownership = 10 Points		(10)		
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal Female Ownership = 10 Points		(10)		
Total		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…………………………………………………………………….

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……………………………………….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………….

DATE: ……………………………………………………….

ADDRESS: ……………………………………………………….

……………………………………………………….

……………………………………………………….

……………………………………………………….

SANBI
Biodiversity for Life
South African National Biodiversity Institute

REQUEST FOR PROPOSAL

For

THE APPOINTMENT OF AN OPERATOR TO OPERATE THE RESTAURANT AT THE PRETORIA NATIONAL BOTANICAL GARDEN FOR FIVE YEARS

The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184

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

Proposal No: **G543/2024**

Table of Contents

GENERAL TERMS AND INSTRUCTIONS

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

BACKGROUND

The South African National Biodiversity Institute (SANBI) manages a network of 11 national botanical gardens throughout the country. The Pretoria National Botanical Garden (NBG), one of these gardens, is surrounded by urban development and offers a much-needed outdoor experience and wildlife in the eastern suburbs of Pretoria. The ridge that runs through the garden, the natural grassland and large lawned areas containing theme gardens of indigenous plants, and offer a habitat for our indigenous wildlife species. Our garden is visited by 110 000 visitors annually.

The garden is seventy-six (76) hectares of which fifty (50) hectares of the total area is devoted to developed gardens, using almost exclusively South African plants. All the flowering plant species, including 50% of the country's tree species, make this garden a botanical tapestry, offering the visitor a glimpse of different biomes such as Savanna, forest, fynbos and some plants of other biomes. A 35 m high quartzite outcrop divides the garden into two sections. Its frosty south-facing section and the north-facing, warmer section present two different worlds to the visitor and botanist. A paved nature trail gives access to the fascinating natural vegetation on the ridge, which boasts a diversity of indigenous fauna and flora. The garden is open to the public 365 days a year from 8:00 -17:00.

An existing restaurant operates in the Pretoria NBG. The current lease contract will expire on the 30th of April 2025, and SANBI is therefore required to appoint an operator for five (5) years with an option to renew for another five (5) years depending on initial capital investment and contractual performance .

This document (Document 1 of 2) gives a general overview of the process for appointing a suitable operator for the restaurant at the Pretoria NBG and the requirements to be submitted in response to this document.

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

1. PREPARATION AND SUBMISSION OF PROPOSALS

1.1 The Request for Proposal (RFP) documentation (Document 1 of 2) consists of:

- General Terms and Instructions to Operators; and
- Forms of Proposal

The proposal documents can be obtained from the SANBI webpage www.sanbi.org

1.2 It is accompanied by:

- Catering Specifications and Background Information (Document 2 of 2)

1.3 Proposals shall be prepared and both documents submitted. SANBI shall not incur any obligation or liability towards the successful Operator until a written contract has been finalised and signed by both SANBI and the Operator.

1.4 Proposals received after the 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.

1.5 All SCM queries and communications about this RFP should be directed to sanbi.tenders@sanbi.org.za, three days before the closing date.

1.6 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.

1.7 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 potential operators. Potential operators forming a joint venture with another operator to submit a single consolidated proposal shall advise SANBI before 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.

1.8 Requirements

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

- Duly completed and signed SBD forms (1,4 ,6.1)
- A copy of the Company Central Supplier Database (CSD) registration report
- Proof of Public Liability
- 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
- A Certificate of Acceptability (COA), which is a permit issued by the local municipality, confirming that the bidders food business meets basic food safety and hygiene requirements. It is essentially a license to operate, ensuring your premises, staff practices, and food handling procedures comply with regulations like R638: 2018 (General Hygiene Requirements for Food Premises).
- Signed compulsory briefing session attendance certificate.

1.8.2 Each proposal document must include the following documentation for evaluation purposes:

If this information is not provided, the proposal will not be disqualified, however such information is critical for technical evaluation.

- Copy of the latest Audited Financial Statement
- Fully completed forms of the Proposal (Annexures A to N)

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 potential operators.

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

2.3 Potential operators 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. They must allow for all contingencies irrespective of any information or other data supplied by SANBI.

3. CONFIDENTIALITY

3.1 By accepting this RFP, the Bidder agrees to ensure that its members, directors, officers, employees, agents and representatives (and, where applicable, those of its participating members) use the RFP only to evaluate the proposal opportunity and for no other purpose. The aforesaid parties are not to divulge or distribute any information or pass any copies of the RFP to anyone else without the prior written approval of SANBI and to return the RFP to SANBI with all copies thereof promptly upon being requested to do so.

3.2 SANBI will maintain the confidentiality of information designated as confidential by the Bidders when they submit their proposals, except where that information is not proprietary or where disclosure is required by law or is otherwise required by SANBI for the purpose of evaluating and selecting proposals. SANBI reserves the right to publicly disseminate any information of a non-confidential nature contained in any proposal.

4. SITE INSPECTION AND CONDITIONS

4.1. Kindly be informed that the restaurant venue has the following equipment only (walk in fridge, and extractor fan canopy). The potential operator is responsible for making the 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.

4.2 Failure by the potential operator to satisfactorily investigate the conditions as aforesaid shall not relieve them 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 07 April 2025 at 10:30 at the African Pride Conference Centre, Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Silverton, adjacent to the visitors' public parking area.**

5. PROPOSAL VALIDITY, MODIFICATION AND WITHDRAWAL OF PROPOSALS

5.1. The potential operator may modify or withdraw their proposal at any time before the proposal due date specified in the RFP if notification of such withdrawal or modification is received by SANBI in writing before the RFP closing date.

5.2 Once submitted, proposals shall be fully binding upon the potential operator and shall be valid for 90 days (three 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, expenses, or damages incurred by any potential operator 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 the potential operator shall be governed solely by the provisions of such contract. Should such preferred potential operator and SANBI fail to agree, SANBI may then, at its sole discretion, negotiate the contract with an alternative operator or decide not to conclude a contract at all.

6.2 SANBI reserves the right to invite potential operators, after the closing date but before 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 proposers' clarification on the proposal submission. Any such clarifications 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 potential operator.

7. OPERATORS RETURN OF DOCUMENTS

Unsuccessful bidder's documents will not be returned.

8. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

Potential operators shall submit their proposals in accordance with the Forms of Proposal.

9. FORMS OF PROPOSAL (Annexure A to O)

9.1 Proposed concept

Pretoria NBG is looking for a restaurant model that provides food and beverages that appeals to locals and tourists alike.

Potential operators are to describe their restaurant model and explain why they believe it will be suitable to Pretoria NBG in **Annexure A**. This must also include how they intend to decorate and furnish the facilities making use of photographs, sketches, artists' impressions, swatches (samples), design boards and similar.

9.2 Operating hours (**Annexure B**)

Potential operators are to indicate intended operating hours, considering the normal operating hours of the garden:

08:00 - 17:00, Monday to Sunday, 365 days a year.

9.3 Product details and pricing menu

Since the quality of products offered for sale will be one of the key criteria on which the contract will be awarded, potential operators are advised to give as much information as possible on their proposed products in **Annexure C** including selling prices. Photographs of menu items and presentations can be submitted. Please note that selling prices submitted with the Forms of Proposal are to remain valid for six months from the date of submission of the proposal unless otherwise agreed with SANBI.

9.4 Staff uniform

Potential operators are requested to indicate using description, photographs, sketches, and fabric swatches (samples), the type, style and colour of proposed staff uniforms in **Annexure D**. The choice of uniform must consider the garden environment as well as the theme of the restaurant.

9.5 Staff training policy and programmes

In **Annexure E**, potential operators 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 and where possible training must be accredited.

9.6 Staff work experience and qualification

In **Annexure F**, the potential operator is to supply relevant qualifications and curriculum vitae for the key staff members (e.g. Restaurant Manager, Operational Manager and the Chef).

9.7 Capital investment

In **Annexure G,** potential operators are to indicate how much they will be initially investing in the Restaurant including equipment, appliances, furniture, decor, and any other items they believe would enhance their offer to SANBI.

9.8 Projected sales

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

In accordance with SANBI's lease agreement for the operation of this particular restaurant, potential operators must take note that the minimum monthly rental payable will be R25 000.00 or 10% of the percentage of monthly turnover, whichever is higher. The minimum monthly rental will increase annually by CPI.

A deposit equivalent to three months' minimum rental payment (R75 000.00) will be payable by the successful operator.

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

9.9 References and general information

Each potential operator is required to submit details of at least three contactable relevant business references in **Annexure I**.

9.10 Potential operator's history

Each potential operator is to submit details of their history and relevant experience in **Annexure J,** including bank history, bank classification code, and financial statements.

9.11 Company profile

Each potential operator is to submit the company's profile in **Annexure K.**

9.12 Environmental Policy

Each potential operator is to submit a description of the business consideration for the environment, and how this is put into practice in **Annexure L.**

9.13 Waste Management Plan

Each potential operator 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 M** (See Section 2.20 in Document 2).

9.14 Risk Management Plan

Each potential operator is to submit a Risk Management Plan about hazardous activities in **Annexure N** (See Section 2.20 in Document 2).

9.15 Marketing capability

Although the restaurant is intended as a service to the Pretoria NBG visitors, marketing done by the restaurant itself can bring additional visitors to the Pretoria NBG and create awareness about the restaurant amongst visitors.

Each potential operator is to submit a brief marketing plan for the proposed restaurant in **Annexure O**.

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.

FUNCTIONALITY CRITERIA	POINTS
1. The proposed concept of operation needs to be aligned with the philosophy of the garden (Annexures A, D and F)	**26**
1.1 Proposed restaurant model (8) 1.1.1 No submitted proposed restaurant model (0)	(8)
1.2 Visual/pictorial presentation of the interior (5) 1.2.1 No Visual/pictorial presentation of the interior (0)	(5)
1.3 Staff uniforms (4) 1.3.1 No uniform (0)	(4)
1.4 Staff work experience (supported by CVs and qualifications) **Restaurant manager** 1.4.1 Four to five years' experience (3) 1.4.2 Two to three years' experience (2) 1.4.3 One year experience (1) **Operational manager** 1.4.4 Four to five years' experience (3) 1.4.5 Two to three years' experience (2) 1.4.6 One year experience (1) **Chef** 1.4.7 Four to five years' experience (3) 1.4.8 Two to three years' experience (2) 1.4.9 One year experience (1)	(9)
2. Proposed selection of products, menu, equipment and added value for money (Annexures C, E, G and H)	**25**
2.1 Product details and pricing menu (8)	(8)
2.2 Projected sales (5)	(5)
2.3 Staff training policy and program (3)	(3)
2.4 Capital investment and relevant resources suitable to operate the restaurant during the contract period. a) Investment above R 800 000 (9) b) Investment between R500 000 to R800 000 (6) c) Investment between R 300 000 to R500 000 (3)	(9)
3. Track record, history, and experience relevant to the proposed operation (Annexures H, I and N)	**22**
3.1 Current company profile (6)	(6)
3.2 Evidence of relevant experience (10)	(10)
3.3 Reference letters for the past five years from Creditors 3.3.1 Three or more reference letters (6) 3.3.2 Two reference letters (3) 3.3.3 One reference letter (1)	(6)
4 Financial capability and bank rating	**(15)**
4.1 Evidence of audited financial statement in the past two years reflecting healthy financial position in terms of cashflow (income, expenses and	(6)

liabilities). These criteria will focus on profit, calculated after all expenses including taxes and interest have been deducted from revenue (Net profit). 4.1.1 Net profit above R300 000 (6) 4.1.2 Net profit between R200 000 - R300 000 (4) 4.1.3 Net profit between R 100 000 – R200 000 (3) 4.1.4 Net profit below R100 000 (2) 4.1.4 Non-profit and non-submission (0)	
4.2. Bank classification code 4.2.1 Bank code A (4) 4.2.2 Bank code B (3) 4.2.3 Bank code C (2) 4.2.4 Bank code D (1) 4.2.5 Bank code E (0)	(4)
5.Marketing capability 5.1 Evidence of detailed marketing plan and how the operator intends to invest 2% of turnover. The marketing plan includes current/previous marketing intervention and a marketing expenditure plan. (5) 5.1. 1 Excellent marketing plan (5) 5.1. 2 Good marketing plan (4) 5.1. 3 Average marketing plan (3) 5.1. 4 Weak marketing plan (2) 5.1. 5 Poor marketing plan (1) 5.1.5 No marketing plan (0)	(5)
6. Safety, health, and environmental (SHE) requirements	**(12)**
6.1 Company's considerations for the environment SHE Policy and SHE management plan	(4)
6.2. Waste Management Plan Detailed waste management plan addressing waste description and sources, recycling, and reduction.	(4)
6.3. Risk Management Plan A risk management plan consisting of clear action to address risks and opportunities, operational risk planning and control methodology, emergency preparedness and response, risk description and sources including control measures.	(4)
TOTAL	**100**

Bids that fail to score a minimum of 70 out of 100 points for functionality will not be eligible for further consideration.

The **second stage** will evaluate the price and specific goals of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), a maximum of 20 points will be awarded based on the identified specific goals.

However, as price is not relevant to this proposal, the second stage of the evaluation of bids will focus solely on specific goal points.

11. EXCLUSIVITY

The successful operator must be mindful that the garden often hosts events and the operator will be invited to participate to offer catering service to the events with other service provider for the event on the premises.

ANNEXURE A: PROPOSED CONCEPT

ANNEXURE B: OPERATING HOURS

ANNEXURE C: PRODUCT DETAILS AND PRICING MENU

ANNEXURE D: STAFF UNIFORM

ANNEXURE E: STAFF TRAINING POLICY AND PROGRAMMES

ANNEXURE F: STAFF WORK EXPERIENCE AND QUALIFICATION

ANNEXURE G: CAPITAL INVESTMENT

ANNEXURE H: PROJECTED NET SALES REVENUE FOR THREE (3) YEARS

ANNEXURE I: 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: …………………………………………………………..….

Letter attached: ☐

Reference 2:

Name of reference: …………………………………………………………………………..…..

Contact person: ……………………………………………………………………….....…

Telephone numbers: ……………………………………………………………………..………

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

Letter attached: ☐

Reference 3:

Name of reference: ……………………………………………………………………………..…

Contact person: …………………………………………………………………..………..…

Telephone numbers: …………………………………………………………………….…..…

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

Letter attached: ………………………………………………………………………………

ANNEXURE J: OPERATORS 'S HISTORY AND 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. **NB: Any changes in key personnel must, in terms of the lease, be communicated and agreed to with the operator with the understanding that replacements are to be of the same qualification and experience.**	
Please provide a copy of the last four years' consolidated income statements, and cash flow statements and balance sheets.	
Please provide your company's bank classification code	

ANNEXURE K: COMPANY PROFILE

ANNEXURE L: COMPANY'S SAFETY, HEALTH & ENVIRONMENTAL POLICY

ANNEXURE M: WASTE MANAGEMENT PLAN

ANNEXURE N: RISK MANAGEMENT PLAN

ANNEXURE O: MARKETING CAPABILITY

1. SPECIAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

a. The bidder(s) accepting the terms and conditions contained in the Special Conditions of Contract as the minimum terms and conditions upon which SANBI is prepared to enter into a contract with the successful Bidder(s).

b. The bidder submitting the General Conditions of Contract to SANBI together with its bid, duly signed by an authorised representative of the bidder.

2. SERVICE LEVEL AGREEMENT

2.1. Upon award SANBI and the successful bidder will conclude a Service Level Agreement or Standard Independent Contractor Agreement regulating the specific terms and conditions applicable to the services being procured by SANBI, more or less in the format of the draft Service Level Indicators included in this tender pack.

2.2. SANBI reserves the right to vary the proposed draft Service Level Indicators and/or Milestones during the course of negotiations with a bidder by amending or adding thereto.

2.3. Bidder(s) are requested to:

a. Comment on draft Service Level Indicators and/or Milestones and where necessary, make proposals to these;

b. Explain each comment and/or amendment; and

c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators and/or Milestones for ease of reference.

2.4. SANBI reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SANBI or pose a risk to the organisation.

3. SPECIAL CONDITIONS OF THIS BID

SANBI reserves the right:

3.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

3.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

3.3. To accept part of a tender rather than the whole tender.

3.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

3.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

3.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

3.7. Award to multiple bidders based either on size or geographic considerations.

4. SANBI REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

4.1. Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SANBI;

b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

c. Act with circumspection and treat SANBI fairly in a situation of conflicting interests;

d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SANBI;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of SANBI as a client before any other consideration; and

h. To ensure that any information acquired by the bidder(s) from SANBI will not be used or disclosed unless the written consent from SANBI has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

5.1. SANBI reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SANBI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), —

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SANBI's officers, directors, employees, advisors or other representatives;

d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g. has in the past engaged in any matter referred to above; or

h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

6.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SANBI relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

6.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SANBI against the bidder notwithstanding the conclusion of the Service Level Agreement between SANBI and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

7. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SANBI, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

8. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, SANBI incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SANBI harmless from any and all such costs which SANBI may incur and for any damages or losses SANBI may suffer.

9. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. SANBI shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

11. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SANBI reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SANBI or whose verification against the Central Supplier Database (CSD) proves non-compliant. SANBI further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SANBI reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

13. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that SANBI allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SANBI will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with SANBI's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by SANBI remain proprietary to SANBI and must be promptly returned to SANBI upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure SANBI's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

16. SANBI PROPRIETARY INFORMATION

Bidder will on their bid cover letter (SBD1) make declaration that they did not have access to any SANBI proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

17. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (SANBI G543/2024), SANBI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder. The successful bidder shall immediately make arrangements to stop the performance of the services and minimize further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

18. Appeals

Bidders are allowed to appeal within 10 working days from the day of the award.