

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(South African National Biodiversity Institute)</i>					
BID NUMBER:	SANBI: G424/2022	CLOSING DATE:	17 AUGUST 2022	CLOSING TIME:	11:00am
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF AN OPERATOR FOR THE RESTAURANT AT SANBI FOR THE HAROLD PORTER NATIONAL BOTANICAL GARDEN, BETTY'S BAY, WESTERN CAPE PROVINCE FOR A PERIOD OF 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					
Compulsory briefing session date: 11 August 2022 at 11:00 am.					
HAROLD PORTER NATIONAL BOTANICAL GARDEN, BETTY'S BAY, WESTERN CAPE PROVINCE					
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	B.Carolus@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	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

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

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**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: G424/2022**

Closing Time 11:00

Closing date: **19 August 2022**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
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**

(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

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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

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.

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

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.

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.

- 3.5 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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution

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are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

1)	certificate issued by an authorized body or person;	B-BBEE Status level
2)	prescribed by the B-BBEE Codes of Good Practice;	A sworn affidavit as
3)	prescribed in terms of the B-BBEE Act;	Any other requirement
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....

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8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of

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that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**REQUEST FOR PROPOSAL
FOR
THE APPOINTMENT OF AN OPERATOR
FOR THE RESTAURANT AT SANBI FOR THE
HAROLD PORTER NATIONAL BOTANICAL GARDEN,
BETTY'S BAY, WESTERN CAPE PROVINCE**

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

SANBI: G424/2022

TABLE OF CONTENTS

<u>General terms and instructions</u>	3
<u>1. Preparation and submission of tenders</u>	17
<u>2. Mandatory requirements</u>	4
<u>3. Examination of request for proposal (RFP)</u>	6
<u>4. Confidentiality</u>	19
<u>5. Compulsary briefing session and site inspection</u>	7
<u>6. Proposal validity, modification and withdrawal of proposal</u>	20
<u>7. Award of contract</u>	8
<u>8. Return of Proposal documents</u>	8
<u>9. Information to be submitted with the proposal</u>	8
<u>10. Forms of proposal (Annexure 1 to 9)</u>	9
<u>10.1 Proposed Concept</u>	8
<u>10.2 Operating Hours</u>	8
<u>10.3 Product Details & Pricing</u>	8
<u>10.4 Staff Uniform</u>	8
<u>10.5 Staff Training Programmes</u>	8
<u>10.6 Capital Investment</u>	21
<u>10.7 Projected et sales</u>	8
<u>10.8 References</u>	10
<u>10.9 Potential Operator's History</u>	10
<u>10.10 Marketing Plan</u>	10
<u>11. EVALUATION CRITERIA</u>	11
<u>ANNEXURE A Proposed Concept</u>	
<u>ANNEXURE B Operating Hours</u>	
<u>ANNEXURE C Product details and pricing</u>	
<u>ANNEXURE D Staff uniform</u>	
<u>ANNEXURE E Staff training progammes</u>	
<u>ANNEXURE F Captial investment</u>	
<u>ANNEXURE G Projected net sales</u>	
<u>ANNEXURE H Reference and General information</u>	
<u>ANNEXURE I Operator's history</u>	
<u>ANNEXURE J Marketing Plan</u>	

GENERAL TERMS & INSTRUCTIONS

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

1. PREPARATION AND SUBMISSION OF PROPOSALS

1.1 The Request for Proposals (RfP) documentation (document 1) consists of:

- General Terms & Instructions to Potential Operators; and
- Forms of Proposal.
- The RfP documents can be obtained from the South African National Biodiversity Institute (SANBI) website www.sanbi.org

1.2 It is accompanied by:

- Catering Specifications and Background Information (document 2), also obtainable from the SANBI website. This includes all the background information to the facilities on offer to the Operator as well as details on the Harold Porter National Botanical Garden.

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

1.4 Potential Operators are to submit one (1) original signed proposal marked "ORIGINAL" with pricing included in one envelope; and two (2) packs of copies marked "COPY" in a separate envelope with pricing excluded.

Request for Proposal Number: **SANBI: G424/2022**

Closing date for submissions is **19 August 2022, at 11:00**

1.5 Proposals will not be accepted after the closing date. Proposals received after the closing date and time will be disqualified.

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

Proposals may also be submitted by post addressed to:

The Deputy Director: Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184

Proposals may also be submitted by courier addressed to:
The Deputy Director: Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Biodiversity Building
Pretoria National Botanical Garden,
2 Cussonia Avenue, Brummeria, Pretoria

- 1.6 All Supply Chain Management (SCM) queries and communications in relation to this RfP should be directed to: sanbi.tenders@sanbi.org.za. Operational or technical queries can be directed to Ms Berenice Carolus (Curator: Harold Porter National Botanical Garden) B.Carolus@sanbi.org.za prior to the tender closing date.
- 1.7 The proposals 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 potential Operator 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.

2. Documents required for submission

2.1 MANDATORY REQUIREMENTS

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

- a) A current copy of the **Central Suppliers Database (CSD) registration report**.
- b) The **signed Briefing certificate**
- c) A certified copy of **Public Liability Insurance Cover** for the company showing the amount available per claim as a minimum of R1 million.
- d) **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.
- e) **A copy of the B-BBEE Certificate**
- f) **The potential tenderer must be an EME or QSE**

Note: Recommended Operator must have submitted the Safety, Health and Environmental File before the signing of the contract.

2.2 Each proposal must include the following documentation for criteria / functionality evaluation purposes:

The proposal should include a variety of documents to assist with functionality evaluation (see section 10). These documents are explained in section 9 – Forms of Proposal.

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3. EXAMINATION OF REQUEST FOR PROPOSAL (RFP)

- 3.1 SANBI may modify the RfP at any time prior to the closing date. Modifications will be made in the form of addenda to the RfP and will be transmitted simultaneously to all potential Operators.
- 3.2 The potential Operator 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 potential Operator find discrepancies or omissions in the RfP or should any other questions arise, the potential Operator shall notify SANBI in writing by e-mail immediately on discovery of any discrepancy or omission.
- 3.3 Potential Operators are required to conduct independent studies, make enquiries, supply restaurant floor plans and furnishing plans to SANBI as part of their proposal submission. It is important that potential Operators note that these studies will be at their own risks and costs, and should have contingency plans in place irrespective of any information or data supplied by SANBI.

4. CONFIDENTIALITY

- 4.1 By accepting this RfP the potential Operator 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.
- 4.2 SANBI will maintain the confidentiality of information designated as confidential in the submitted proposal, 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.

5. COMPULSORY BRIEFING SESSION AND SITE INSPECTION

- 5.1 The potential Operator 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.

Briefing session

Date: 11 August 2022

Time: 11:00

Venue: Harold Porter NBG

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

- 5.2 Failure by the potential Operator to satisfactorily investigate the conditions as aforesaid shall not relieve the potential Operator from the responsibility for properly estimating the cost of performing the contract in accordance with the RFP.

6. PROPOSAL VALIDITY, MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 6.1 The potential Operator 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.
- 6.2 After the closing date, proposals shall be fully binding upon the potential Operator and shall be valid for a period of four (4) months (120 days) from the date of submission of the proposal, thereafter as mutually agree

7. AWARD OF CONTRACT

- 7.1 SANBI shall not be liable for any costs or 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 potential Operator shall be governed solely by the provisions of such contract. Should such preferred potential Operator and SANBI fail to come to an agreement, SANBI may then, at its sole discretion, negotiate the contract with an alternative potential Operator or decide not to conclude a contract at all.
- 7.2 SANBI reserves the right, after the closing date and evaluation process, to request potential Operator's clarification on the proposal. 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 potential Operator.
- 7.3 SANBI has the right to cancel the proposal.

8. RETURN OF REQUEST FOR PROPOSAL DOCUMENTS

Unsuccessful Request for Proposal documents will not be returned.

9. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

Potential Operators shall submit their proposals in accordance with this RfP and the Forms of Proposal.

10. FORMS OF PROPOSAL (Annexures A to J)

10.1 Proposed concept

Proposals are to indicate in **Annexure A** details of the proposed business operation linking, where appropriate, to the information contained in Document 2 – Catering Specifications and Background Information. Proposals should include how the potential Operator intends decorating and furnishing the facilities making use of photographs, sketches, artists impressions, swatches (samples), design boards and similar. A floor plan / furniture plan should be included. Details of how risks and waste are to be managed for the proposed operation must be included.

10.2 Operating Hours

Potential Operators are to indicate intended operating hours for normal operations in **Annexure B**.

10.3 Product Details & Pricing

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

10.4 Staff Uniform

Potential Operators 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 D**.

10.5 Staff Training Programmes

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

10.6 Capital Investment

In **Annexure F**, potential Operators are to indicate how much they will be initially investing in the Restaurant, provide a breakdown of all items including equipment, appliances, furniture, decor and any other items they believe would enhance their offer to SANBI.

10.7 Projected net sales

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

In accordance with SANBI's lease agreement, Operators must take note that the minimum monthly rental payable will be R4 000.00 or 10% of turnover, whichever is higher. The minimum monthly rental will increase annually by the Consumer Price Index. A deposit of R4 000.00 is payable at the acceptance of the contract.

10.8 References

Each potential Operator is required to submit details of three contactable relevant business references in **Annexure H**.

10.9 Potential Operator's History and Company Profile

Each potential Operator is to submit details of its history and relevant experience in **Annexure I** and a company profile. The latest audited financial statements should be included, along with short CVs of relevant staff members.

10.10 Marketing Plan

Provide previous copies of advertising and marketing activities in **Annexure J**. 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.

The potential Operator shall agree to maintain the confidentiality of all information supplied to them in connection with the tendering process regardless of format. Unless required by Law, the potential Operator shall not disclose in whole or in part any details pertaining to their submissions unless written consent is obtained from SANBI prior to such disclosure.

11. EVALUATION CRITERIA

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

Stage One:

FUNCTIONALITY CRITERIA	POINTS
1. Proposed concept of operation Details of proposed concept (Point 9.1) Proposed operating hours (Point 9.2) Staff uniform (Point 9.4) 1.1. Marketing Plan (provide previous copies of adverts and marketing activities, Point 9.10)	25 (10) (5) (5) (5)
2. Proposed selection of products, menu, equipment and added value for money Product details and pricing (Point 9.3) Projected net sales (Point 9.7)	30 (15) (15)
3. Capability of staff and available resources of the company, 3.1. CVs of staff (not more than three pages), including experience, qualification and previous employer. CVs should be for Management, Chef and other key staff. (Point 9.9) 3.2. Capital investment: Existing resources suitable to operate the Restaurant during the contract period. Please attach the list of your resources. (Point 9.6) 3.3. Staff training programme (Point 9.5)	25 (10) (10) (5)

4. Track record and experience relevant to the proposed operation (company's experience in similar projects)	20
References (Point 9.8)	(10)
Potential Operator History (Point 9.9)	(10)
Total	100

Any potential Operator who scores less than 70 out of 100 points against the functionality criteria in the table above will be excluded from further consideration.

The second stage will be evaluated in accordance with the Preferential Procurement Regulations, 2017, pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000). The 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's Broad-based Black Economic Empowerment (B-BBEE) Status Level Certificate. However, as price is not relevant to this tender, the second stage of evaluation of bids will focus solely on preference points as determined from the bidder's B-BBEE Status Level Certificate.



ANNEXURE A: DETAILS OF PROPOSED CONCEPT



ANNEXURE B: PROPOSED OPERATING HOURS

ANNEXURE C: PRODUCT DETAILS & PRICING

Restaurant Menu

ANNEXURE D: STAFF UNIFORM

ANNEXURE E: STAFF TRAINING POLICY & PROGRAMMES

ANNEXURE F: CAPITAL INVESTMENT

ANNEXURE G:

PROJECTED NET SALE REVENUE FOR THREE (3) YEARS

(Indicate the 2% that will be spent on advertising)

ANNEXURE H: 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 I: POTENTIAL OPERATOR'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 J: MARKETING PLAN

SANBI

Catering Specifications and Background information

**Harold Porter
National Botanical Garden**

Document number: two (2)

SECTION 1 - BACKGROUND

1.1 INTRODUCTION

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

This document is to be read in conjunction with the Instructions to Potential Operators. (Document 1)

1.2 TERMINOLOGY & DEFINITIONS

The following terminology has been used throughout this document:

- SANBI: South African National Biodiversity Institute
- The Garden: Harold Porter National Botanical Garden, Betty's Bay
- The Operator: Appointed caterer
- Restaurant: Red Disa 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 encouraged
- developing a concept which has some speciality as a draw-card;
- 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 function menus that reflect modern eating habits as well as aspects of local (South Western Cape coast) South African cuisine;
- 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 October 2022 (or as agreed between the Operator and SANBI) and performance will be reviewed on an annual basis. The contract may be open for renewal 5 years after the date of commencement, for a further 5-year period, by mutual agreement and dependant on performance during the initial 5-year period. Hereafter SANBI has the right to re-tender the contract should it be considered appropriate. A deposit of R4000.00 is payable upon signing of contract.

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

In return for this opportunity the Operator will:

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

SANBI will provide:

- full services as per the attached drawing
- cold room without shelving
- Freezer room without shelving
- Drinks store without shelving
- Food store without shelving
- Office without shelving
- Kitchen space with some equipment
- Staff facility without furniture
- Extraction system
- Computer points and sleeves for ADSL (possible internet café) connections
- Telephone points
- Garden service for the landscaped areas surrounding the Restaurant

SECTION 2 – THE GARDEN & ITS FACILITIES

2.1 BACKGROUND

The Harold Porter National Botanical Garden (HPNBG) is one of 11 gardens that form part of the South African National Biodiversity Institute (SANBI) that resides under the Department of Environment, Forestry and Fisheries (DEFF).

The garden is located in a beautiful setting on the South Western Cape coast with remnant forest patches and mountain fynbos, in Betty's Bay. It is approximately 50 km from Somerset West and 100 km from the centre of Cape Town, easily accessible from the R44, along which the garden is located. The Hangklip-Kleinmond area, in which the garden is located, is one of the fastest developing holiday/residential areas in the Overberg.

The garden is unique with its rich fynbos vegetation on its natural estate and is the only national botanical garden in South Africa to stretch from the mountain to the sea. The cultivated garden is just over 10 hectares with a natural estate of about 190 hectares. The garden is located in the Kogelberg Biosphere Reserve and the area is internationally recognised as a Fynbos hotspot.

The Garden was established as a Wild Flower Reserve by the late Harold Porter and was later bequeathed to the National Botanical Gardens of South Africa to be named the Harold Porter National Botanical Garden in 1958.

Garden facilities and attractions include:

- Indigenous plant sales nursery
- Disa Kloof waterfall
- Leopard's Gorge trail
- Oudebosch/ Zig-Zag trail linking with the Kogelberg Biosphere Reserve
- Wheelchair friendly circular route through the cultivated Garden which includes the Eco-systems walk
- Summer sunset concerts and the Carols by Candlelight concerts during December and January
- General tourist information kiosk at the Garden entrance
- 'What's in flower' display
- Low impact picnic area at the top end of the cultivated Garden
- Guided tours by arrangement

2.2 GARDEN ENTRY

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

Garden hours:

- 08:00 – 16:30 weekdays
- 08:00 – 17:00 weekends and public holidays

Indigenous plant nursery hours:

- 08:00 am – 16:00 weekdays
- 08:00 am – 16:30 weekends and public holidays

Visitor access to the restaurant will be via the main entrance and through the garden. This means that all restaurant (and gift shop and nursery) customers **will have to pay the garden entrance fee**. All visitors attending private functions shall be regulated by means of a guest list. All entrance fees for private functions shall be paid over to SANBI separately by the restaurant operator and therefore private function visitors will not pay entrance fees at the gate as entrance fees must be included in the quoted per head price.

ADMISSION FEES

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

Entrance fees to the garden is applicable from 1 April 2022 – 31 March 2023 and is as follows:

Adults	R40
Seniors	R30
Students	R25 (with valid student cards)
Learners	R20 (Gr1 – Gr12)
Children under 6 years of age	Free

2.3 GARDEN VISITORS

The number of garden visitors over the last five years has averaged 55 000 per annum. It is important to note that visitation to the garden is seasonally influenced with peak months being September and 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.

The Harold Porter NBG has a high overseas visitorship especially during spring and summer. These visitors often look for a place where they can get a light snack, something to drink and have a quick walk through the Garden.

The restaurant is the only restaurant in the area that is situated in such a unique, tranquil setting. 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, so this restaurant will not only benefit locals but international visitors as well.

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

2.4 THE RESTAURANT

The restaurant was constructed to include facets of the natural environment like the local sandstone and timber to give the building an organic design feel. Inside, the colours are earthy and natural. A feature is the large open fire place. This fire place will add to the ambiance of the facility during those rainy cold winters. The restaurant 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:

- Kitchen of 51 m² including an office which is 4.6 m²
- Cold room, freezer room, drink store and food store 4 m² each
- Staff facility and staff toilets of 24 m²

- Refuse room of 7 m²
- Restaurant of 148 m² inside including an open fire place
- Outside paved terrace of 90 m²
- Male public toilets (3 toilets and 4 urinals) and female toilets (6 toilets) and a disabled persons toilet between the restaurant and the conference and meeting venue (Nivenia Hall - 149 m², Micro Frog hall of 46 m² - not part of the restaurant but there is potential to use this for special functions).

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 necessary for it to maximise revenue opportunities and provide a high standard of catering service at the Garden.

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

- full services as per attached drawing (please note: stoves, all other equipment and shelving are for the Operators expense)
- cold room
- freezer room
- food store
- drinks store
- extraction system
- fire extinguisher

2.7 FURNITURE, CUTLERY, CROCKERY & GLASSWARE

The potential 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 Proposal.

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

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

2.8 MAINTENANCE

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

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

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

2.9 CLEANING

The Operator will be responsible for the cleaning of all facilities under its control and any facilities used for catering purposes including outside seating areas and staff toilets. These facilities are to be cleaned not only to a high visual standard but to a standard that ensures that all surfaces, counters, equipment, fridges, freezers, racking, etc stand the test of swabbing by inspection carried out on an ad-hoc basis.

The Operator will be required to use high quality cleaning materials and chemicals (particularly sanitizers) purchased from well-established and reputable chemical companies.

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

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

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

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

In the light of the Harold Porter National Botanical Garden being a “bins free” garden, the Operator is to make sure that no littering of the surrounding areas occurs from its premises.

2.10 SMOKING

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

2.11 ADVERTISING

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

2.12 MARKETING

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

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

2.13 SIGNAGE

SANBI will be responsible for providing and maintaining directional signage to all catering facilities within the Garden and in public areas. The Operator will be responsible for providing signage within its facilities such as the name of the outlet, till points and menu displays. All signage is to be approved by SANBI.

The Operator will be required to display any wall-mounted pricing and menu information in a form that is attractive, clearly visible and of a permanent design. These signs are to be in keeping with the overall design of the catering facility. Hand-written signs will not be allowed unless in cases of emergency.

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

2.14 REFUSE

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

Cans, glass, plastic and paper are to be stored separately for re-cycling purposes. The separation of this waste will be the responsibility of the Operator but will be collected by SANBI.

Refuse stored in the catering facilities is not to be visible to garden visitors and should be suitably stored in sealed containers (baboon proof) such as lidded bins with a firm 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 alarm systems and monitoring service. The selection of service providers is to be carried out in consultation with SANBI taking into account existing service providers (Metro Security) in the Garden.

There is currently a 24-hour armed response service to the Garden premises. The Operator will be required to purchase all remote gate controls. These will be available from Metro Security.

2.16 EMERGENCY PROCEDURES

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

All staff are to be familiar with instructions on how to use fire appliances. These will be supplied, regularly inspected and tested by SANBI.

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

2.17 STAFF FACILITIES

SANBI will supply an office, staff facility with toilets for the Operator's staff at the restaurant. The Operator will be responsible for providing secure lockers. The Operator will also be responsible for the daily maintenance and regular deep cleaning of these facilities.

2.18 TELEPHONE

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

2.19 LICENCES

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

2.20 PARKING

Staff parking will be available in the main car park on the far eastern end of the parking area. The exact number of bays is to be negotiated with SANBI.

2.21 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

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

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 including being familiar with the of the Garden they are stationed in, evacuation procedures within the first week before commencing any work (A signed register of such induction must be available in the Safety, Health and Environmental file and be available to the internal and external auditors and SHE representatives of SANBI on request).
- 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. 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) 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 potential operator shall:

- Create and maintain a safe and healthy work environment for its own staff and those of SANBI.
- Execute the work in a manner that complies with all the requirements of OHSA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring. Should an incident occur, report this to SANBI within 24 hours and the remedial processes 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:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
 - 2) Contravention Notice: rectify contravention within given time.
 - 3) Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

Waste Management Plan:

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

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

The plan should emphasise the following:

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

SECTION 3 – THE REQUIRED CATERING SERVICE

3.1 THE RESTAURANT

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

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

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

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

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

Furthermore, 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.

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

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

3.4 CATERER EXCLUSIVITY

The Operator will not have exclusive rights to function/event catering held at the Garden. For example, Winter Concerts with snacks served. However, SANBI undertakes to inform the Operator of forthcoming events.

3.5 SELLING PRICES

Menu selling prices submitted with the Forms of Proposal 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. Its staff will be expected to change their uniforms daily.

SECTION 4 – MANAGEMENT & STAFFING

4.1 ADMINISTRATION

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

4.2 STANDARDS MONITORING

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

The inspections will include but not be limited to:

- standards and speed of service (see **Section 4.2.1**)
- cleanliness, hygiene and general housekeeping (as per **Sections 2.9 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 4.8**).

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

4.3 INSURANCE

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

- 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
- Check temperatures of chilled and frozen foods (chilled food must be no higher than 4°C and Frozen food not higher than –18°C)
- Inspect for damaged goods and packaging
- Check the hygiene of containers, baskets and other receptacles used in the delivery process

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

4.7 STAFFING

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

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

The Operator's staff and management are to be smart in appearance at all times. The provision of uniforms is the responsibility of the Operator, although the style, fabric and design are to be submitted for approval at 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 tobacco, 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 will be:

- I. 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);
- II. Ensuring that any off-site preparation facilities and production methods comply with all local food handling regulations and by-laws;
- III. Carrying-out thorough and on-going training of catering staff in all aspects of health, safety and hygiene.

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

The Operator will be responsible for preventing pest infestation and for appointing and paying a 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.

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, it will have the authority to issue a termination of contract in terms of the lease.

4.10 DISPUTES

If any dispute or difference of opinion arises between 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

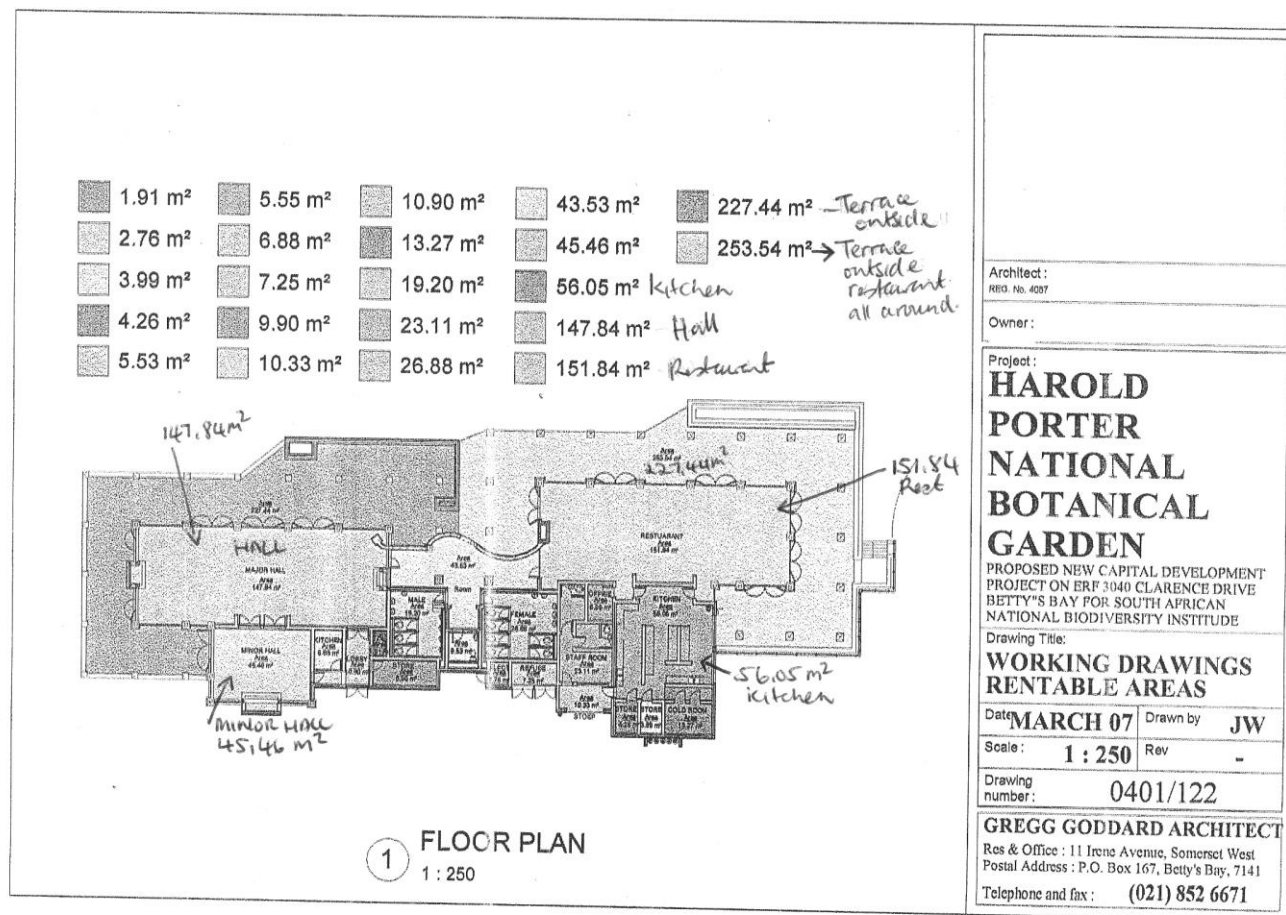
If there are any inconsistencies in these documents or in explanations given to potential Operators including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. RESTAURANT NAME

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

Annexure A

Floor Plan of the Restaurant



Architect:
REG. No. 4007

Owner:

Project:

**HAROLD
PORTER
NATIONAL
BOTANICAL
GARDEN**

PROPOSED NEW CAPITAL DEVELOPMENT
PROJECT ON ERF 3040 CLARENCE DRIVE
BETTY'S BAY FOR SOUTH AFRICAN
NATIONAL BIODIVERSITY INSTITUTE

Drawing Title:

**WORKING DRAWINGS
RENTABLE AREAS**

Date: **MARCH 07** Drawn by: **JW**

Scale: **1 : 250** Rev: **-**

Drawing number: **0401/122**

GREGG GODDARD ARCHITECT

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