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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*South African National Biodiversity Institute*)					
BID NUMBER:	SANBI: G596/2026	CLOSING DATE:	22 January 2027	CLOSING TIME:	11:00am
DESCRIPTION	THE APPOINTMENT OF AN OPERATOR TO OPERATE THE RESTAURANT AND GUEST HOUSES AT THE THOHOYANDOU NATIONAL BOTANICAL GARDEN (TNBG), LIMPOPO 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

A compulsory briefing session will be conducted at the time and date given as follows:
Date: 04/12/2026
Time: 12H00 PM
Venue: Administration Hall, Thohoyandou National Botanical Garden

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	M.Bulannga@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	

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[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: ……...

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SBD 3.1

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: G596/2026**
Closing Time 11:00 Closing date: **22 January 2027**

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

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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**

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SBD 4

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:

……

……

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.

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

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.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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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**

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

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**

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

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 = 5 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: ……

……

……

……

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REQUEST FOR PROPOSAL

For

THE APPOINTMENT OF AN OPERATOR TO OPERATE THE RESTAURANT AND GUEST HOUSES AT THE THOHOYANDOU NATIONAL BOTANICAL GARDEN (TNBG), LIMPOPO FOR A PERIOD OF FIVE YEARS

POSTAL ADDRESS:

The South African National Biodiversity Institute

Pretoria National Botanical Garden

Private Bag X101

Silverton

0184

RFP NO: SANBI: G596/2026

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GENERAL TERMS AND INSTRUCTIONS

BACKGROUND

This document (Document 1) gives a general overview of the process to be followed in appointing an Operator to operate the restaurant and guest houses at Thohoyandou National Botanical Garden.

This document is to be read in conjunction with the Catering and Accommodation Specifications and Background Information (Document 2).
Please read the following terms and instructions carefully. Failure to comply with the requirements of these instructions and general terms may lead to the rejection of your proposal submission.

1. PREPARATION AND SUBMISSION OF PROPOSALS

1.1 The Request for Proposal (RFP) consists of:

Document 1
- General Terms and Instructions; and
- Forms of Proposal.

Document 2
- Catering and Accommodation Specifications.

The proposal documents can be obtained from the South African National Biodiversity Institute (SANBI) webpage www.sanbi.org

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

1.3 **Submissions:** Proposers are to submit one (1) hard copy of the proposal in an envelope, together with a USB with a PDF version of the proposal.

Proposals must be submitted in the Proposal Box located in the Biodiversity Building at the Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria, during office hours (08:00 - 16:00) from Monday to Friday.

Closing date for submissions is: 22 January 2027 at 11:00

1.4 Proposals received after the proposal closing date and time will be disqualified. This Request for Proposal (RFP) is being issued by SANBI and does not constitute an offer. These documents are intended to provide information and guidelines for the preparation and submission of a proposal by Proposers.

1.5 All 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: Mufhati Bulannga (Garden Manager), Thohoyandou National Botanical Garden) on email: M.Bulannga@sanbi.org.za

All questions submitted by prospective Operators and responses to these questions by SANBI will be forwarded to all Proposers who attended the compulsory site inspection session. SANBI will not respond to any questions or requests for clarification received after within seven (7) days of 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 Proposer.

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 Proposers. Proposers forming a joint venture with another Proposer in order to submit a single consolidated proposal shall advise SANBI prior to the submission of the proposal and include in their proposal full details of the joint venture including a copy of the signed joint venture agreement.

1.8 Requirements

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

- A current copy of the **Central Suppliers Database (CSD) registration report**
- A certified copy of **Liability Insurance Cover** for the company and the amount available per claim not less than R5 million.
- **A valid Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA).** The letter should be issued by the Department of Labour.
- Fully completed and signed SBD forms.
- Fully completed and signed compulsory briefing session attendance certificate.
- CVs for the Manager to manage both the restaurant and the guesthouses, Supervisor for the restaurant, Supervisor for the guest houses, and the Head Chef. CVs must include information on relevant experience.

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

- Copy of the latest **audited financial statement** which is *examined and verified by an independent external auditor*
- Completed forms of the proposal (Annexures 1-19)

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 Proposers.

2.2 The Proposer 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 Proposer find discrepancies or omissions in the RFP, or should any other questions arise, the Proposer shall notify SANBI in writing by e-mail immediately on discovery of any discrepancy or omission.

2.3 Proposers should make their own independent studies, enquiries and plans and obtain and furnish to SANBI as part of the proposal all information and data that may affect their proposal and their prices, at their own risk and cost and allow for all contingencies irrespective of any information or other data supplied by SANBI.

3. CONFIDENTIALITY

3.1 By accepting this RFP the Proposer 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 Proposers when they submit their proposals, except where that information is not proprietary or where disclosure is required by law or is otherwise required by SANBI for the purpose of evaluating and selecting proposals. SANBI reserves the right to publicly disseminate any information of a non-confidential nature contained in any proposal.

4. SITE INSPECTION AND CONDITIONS

4.1 The Proposer is responsible for making arrangements it considers necessary to become fully informed regarding all conditions that might in any way affect the performance of the contract including any **equipment, furniture, fittings, space allocations and similar**. SANBI will not supply any equipment other than that which is already existent in the building. Any procurement and installation must be within the 3-star rating for the guest houses and the equipment for the restaurant must be of good quality.

Site visits, in addition to the compulsory site visit (see 4.3 below), are to be arranged with the Garden Manager, Thohoyandou National Botanical Garden, Mr Mufhati Bulannga at: M.Bulannga@sanbi.org.za.

4.2 Failure by the Proposer to satisfactorily investigate the conditions as aforesaid shall not relieve the Proposer 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 **04 December 2026** from 12:00 **at the Administration Hall, Thohoyandou National Botanical Garden**.

5. PROPOSAL VALIDITY, MODIFICATION AND WITHDRAWAL OF PROPOSALS

5.1 The Proposer may modify or withdraw its proposal at any time prior to the proposal due date specified in the RFP provided that notification of such withdrawal or modification is received by SANBI in writing prior to the proposal closing date.

5.2 Once submitted, proposals shall be fully binding upon the Proposer and shall be valid for a period of 120 days (four months) from the date of submission of the proposal, and thereafter as mutually agreed.

6. AWARD OF CONTRACT

6.1 SANBI shall not be bound to accept the highest, lowest or any other proposal and it shall be entitled to accept all or part of a proposal. It shall not be liable for any costs or expenses, or damages incurred by any Proposer 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 Proposer shall be governed solely by the provisions of such contract. Should such preferred Proposer and SANBI fail to come to an agreement, SANBI may then, at its sole discretion, negotiate the contract with an alternative Proposer or decide not to conclude a contract at all.

6.2 SANBI reserves the right to invite a Proposer, after the closing date but prior to the date for award of their proposals, to discuss any matter relating to the proposal and/or to issue

supplements or addenda to the proposal. SANBI also reserves the right, after the closing date and evaluation process, to request a Proposer's clarification on the proposal submission. Any such clarifications or addenda or supplements shall be considered as forming part of the proposal. 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 Proposer.

7. BIDDERS' RETURN OF DOCUMENTS

Unsuccessful Proposers' documents will not be returned.

8. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

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

9. FORMS OF PROPOSALS

An opportunity exists at SANBI: Thohoyandou National Botanical Garden for an Operator to manage and operate the restaurant and guest houses for a period of five years. The restaurant building is newly constructed, and the restaurant space will be utilised for the first time. The restaurant is currently called the "Thohoyandou NBG Restaurant" and will remain as such unless otherwise stated on the lease and subject to approval by SANBI. The Operator can propose a trading name, but such must be approved in consultation with SANBI.

The guest houses have just been fully renovated and upgraded. The guest houses consist of five blocks with three bedrooms and a communal area in each block. There is also a block with a laundry and a kitchen area. Each bedroom is equipped with an air-condition system. Two of the five blocks will be fully furnished, and it will be the responsibility of the Operator to furnish the remaining three blocks as part of the contract. The guest houses are currently called the "Thohoyandou NBG Guest Houses" and will remain as such unless otherwise stated on the lease and subject to approval by SANBI. The Operator can propose a trading name, but such must be approved in consultation with SANBI.

SANBI wishes to offer these facilities to a suitably experienced Operator with a vision to maximise the use and profitability for both facilities.

9.1 Part A: Restaurant proposal (Annexure 1 to 7)

9.1.1 Proposed concept

Proposers are to indicate in **Annexure 1** how they intend decorating and furnishing the facilities making use of photographs, sketches, artists impressions, swatches

(samples), design boards and similar. Proposers must take into consideration the existing fixtures. The theme must align with SANBI mandate of biodiversity.

9.1.2 Operating hours

Proposers are to indicate intended operating hours for normal operations in **Annexure 2.**

9.1.3 Product details and pricing menu

Since the diversity and quality of products offered for sale will be one of the key criteria on which the contract will be awarded, Proposers are advised to give as much information as possible on their proposed products in **Annexure 3** including selling prices. Photographs can be submitted. Please note that selling prices submitted with the Forms of Proposal are to remain valid for a period of 6 months from the date of submission of the proposal unless otherwise agreed with SANBI. The restaurant proposal must include a menu board. The successful Proposer will be required to submit all proposed product details and pricing for SANBI's review and approval prior to implementation.

9.1.4 Staff uniform

Proposers are requested to indicate by means of description, photographs, sketches and fabric swatches (samples), the type, style and colour of proposed staff uniforms in **Annexure 4**. The choice of uniform must consider the garden's environment as well as the theme of the Thohoyandou NBG Restaurant.

9.1.5 Staff training policy and programmes

In **Annexure 5**, Proposers must provide comprehensive information on their training policies and programmes applicable to the operation of the restaurant. The training programmes should be relevant to the hospitality sector and focus on areas such as service excellence, codes of conduct, and administrative procedures and management. Where possible, such training programmes should be accredited but both accredited and non-accredited training should be included in the proposal.

9.1.6 Capital investment

In **Annexure 6,** Proposers are to indicate how much they will be initially investing to the restaurant including equipment, appliances, furniture, decor and any other items they believe would enhance the facility and offer to SANBI.

9.1.7 Projected sales for the restaurant

Prospective operators are to indicate under **Annexure 7**, their proposed plan with a financial model outlining how they wish to structure the business and how they envisage to generate income.

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

In accordance with SANBI's lease agreement with operators, Proposers must take note that the minimum monthly rental payable will be **R 5 000 or a percentage (10%) of turnover**, whichever is higher. The minimum monthly rental will increase annually by CPI.

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

9.2 Part B: Guest house proposal (Annexure 8 to 13)

9.2.1 **Proposed concept**

Proposers must indicate in **Annexure 8** details on their proposed décor and furnishing of the facilities, supported by a written concept, photographs, sketches, artists' impressions, swatches (samples), design boards, and any other relevant visual materials.

The guest houses should be developed and furnished in accordance with the **Tourism Grading Council of South Africa (TGCSA) 3-star grading requirements (**visit **www.tourismgrading.co.za** for grading details**)**, which must serve as a guideline. The successful Proposer will be required to submit all proposed furnishings, décor, for SANBI's review and approval prior to implementation.

9.2.2 **Operations management**

The facility must be operated as an affordable and comfortable accommodation facility. Proposers must provide an operational plan under **Annexure 9**. Indicating how they will manage the facility, key points must include:

- Booking and reservation management
- Reception and hosting management office (Block A communal room can be converted into an office)
- Management and administration processes
- Housekeeping and hospitality services
- Management and supply of resources and consumables
- Financial management system

The Proposer must submit a concise standard operating procedure in alignment with 3-star grading which must include the following:

- Information folder
- Emergency, evacuation procedures
- Contacts numbers of key people like SAPS, fire brigade, first aider etc.

9.2.3 **Maintenance management**

The Proposer will be responsible for the day-to-day maintenance of the guest houses, including routine repairs and the general upkeep of the interior of the facilities. SANBI will be responsible for major repairs and the annual maintenance of the buildings, funded through the budget allocations of its Buildings and Property Management Division (BPMD).

The Proposer will also be responsible for the repair and replacement of damaged or broken equipment, furniture, and appliances. Any replacement items must be of the same quality as, or of a higher quality than, those being replaced.

A detailed maintenance plan must be submitted in **Annexure 10**. All plumbing and electrical work must be carried out exclusively by appropriately qualified and certified service providers.

9.2.4 **Staff training policy and programmes**

In **Annexure 11**, Proposers must provide comprehensive information on their training policies and programmes applicable to the operation of the guest houses. The training programmes should be relevant to the hospitality sector and focus on areas such as housekeeping, guest hosting and service excellence, codes of conduct, and administrative procedures and management. Where possible, such training programmes should be accredited but both accredited and non-accredited training should be included in the proposal.

9.2.5 **Capital investment**

In **Annexure 12**, Proposers must indicate the amount of capital they intend to invest initially in the guest houses. This investment should include, but not be limited to, equipment, appliances, furniture, décor, Wi-Fi infrastructure, consumables, and any other items or enhancements that they believe will improve the quality, functionality, and guest experience of the facilities. All furnishing and décor must be of 3-star grading.

9.2.6 **Projected sales for guest houses**

Prospective operators are to indicate under **Annexure 13**, their proposed plan in terms of the financial model outlining how they wish to structure the business and how they envisage to generate income.

Proposers are to indicate their projected net sales revenue for the first three (3) years of operation.

In accordance with SANBI's lease agreement for the guest houses with operators, Proposers must take note that the minimum monthly rental payable for the guest

houses will be **R 22 500 or 10%** of turnover, whichever is higher. The minimum rental is based 50% occupancy rate per month.

The minimum monthly rental will increase annually by CPI. The successful Operator will be responsible for payment of electricity, water, Wi-Fi and guest house refuse removal.

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

9.2.7 Package details and rates for guest houses

Each Proposer is to submit package details and proposed rates at the guest houses using **Annexure 14**. The successful Proposer will be required to submit all proposed package details and rates for SANBI's review and approval prior to implementation.

9.3 Part C: Applicable to both the restaurant and guest houses (Annexure 15 to 20)

9.3.1 Proposers history

Each Proposer is to submit details of its history and relevant experience in **Annexure 15.**

9.3.2 Company profile

Each Proposer is to submit the company's profile in **Annexure 16.**

9.3.3 Sustainability and Waste Management Plan

Each Proposer is to submit a detailed Sustainability and Waste Management Plan which must include all sustainability and waste management initiatives like the use of biodegradable products, sustainable water use, energy efficiency and energy efficient equipment used. The Waste Management Plan must outline the kind of waste that will be generated by the operation and how this will be managed, including the approach to recycling in **Annexure 17** (See Section 2.21 in Document 2).

9.3.4 Security, Safety and Risk Management Plan

Each Proposer is to submit a Security, Safety and Risk Management Plan in relation to hazardous activities in **Annexure 18** (See Section 2.21 in Document 2). This must include guest protection measures like emergency evacuation plans, first aid kits and information on the certified first aider. In terms of restaurant, it must include food safety.

9.3.5 Marketing capability

Each Proposer is to submit examples of marketing initiatives used previously (one example of each, e.g. advert (print or electronic), FaceBook page screenshot, brochure

(print or electronic) etc. and a marketing plan for the restaurant and guest houses for the first year of the contract in **Annexure 19**.

9.3.6 Overall capital investments

The successful Operator must make a substantial initial investment of at least R2 000 000 to establish both the restaurant and the guest houses (Annexure 6). The combined monthly rental will begin at a minimum of R27 500 or 7%, whichever is greater for the first year, and increase annually by additional 1% per annum until the target maximum of 10% is achieved. The successful Operator will be allowed a rental break for the first three months to fully establish the facility and focus on furnishing and investing in the operation.

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 and the site visit.

Please note:

- Supporting documents required to support the claims below must be submitted as proof. Failure by the bidder to provide relevant supporting documents shall disqualify the bidder for further evaluation.
- The submitted documents for the projects must be valid and verifiable.
- Original copies of any certificates may be requested before appointment.
- SANBI reserves the right to verify the information provided and the bidder shall be notified of such. Additional supporting documents may be requested and should be submitted within the stipulated timeframes.

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	**Criteria**	**Sub Criteria**		**Weight**
1	**Company experience**			**12**
	Company history and profile (see Section 9.3.1 and 9.3.2 and Annexure 15 and 16). The Proposer must demonstrate in-depth experience and expertise in the field of restaurant and accommodation operations backed by relevant supporting documentation. If the Proposer does not	More than nine (9) years' relevant experience in both restaurant and accommodation operations	12	
		Between six (6) to nine (9) years' relevant experience in both restaurant	10	

	supply evidence for both operations, this criterion will be considered non-responsive.	and accommodation operations		
		Between three (3) to six (6) years' relevant experience in both restaurant and accommodation operations	8	
		One (1) to three (3) years' relevant experience in both restaurant and accommodation operations	3	
		Less than one (1) year relevant experience in both restaurant and accommodation operations	1	
		No submission of evidence or non-responsive in one area of operations (i.e. restaurant or accommodation)	0	
No	**Criteria**	**Sub Criteria**		**Weight**
2	**Financial capacity**			**11**
	Bank ratings code Bidders must submit bank rating code letter valid for three (03) months showing the conduct of the account. This must be supplemented by latest audited financial statement showing financial capacity to implement and run the contract without foreseen cashflow challenges and liquidity. If the verified audited financial statement is not provided, then this criterion will be considered as non-responsive	Undoubted for the amount of enquiry or Good for the amount of enquiry. **(Bank code: A)**	11	
		The subject has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment. **(Bank code: B)**	8	

		The subject has a good record; the amount may appear high in relation to normal transactions on the account. **(Bank code: C)**	6	
		No submission of bank rating letter	0	
No	**Criteria**	**Sub-criteria**		**Weight**
3	**Staff experience and marketing capacity**			**47**
3.1	**Staff experience** (CVs of Manager, Supervisors and Head Chef) 1. CV of the proposed Manager for both the restaurant and guest houses: Proposers must submit the CV of the proposed Manager for both the restaurant and guest houses operations. The CV should clearly outline the relevant work experience, and employment history, including both current and previous employers. Each CV must not exceed three (3) pages in length.	Manager with more than 9 years' experience in the hospitality industry	8	(8)
		Manager with between 6 and 9 years' experience in the hospitality industry	6	
		Manager with between 3 and 6 years' experience in the hospitality industry	4	
		A manager with between 1 and 3 years' experience in the hospitality industry	2	
		A manager with less than 1 year experience in the hospitality industry	1	
		No submission of CV	0	
	2. CV of the proposed Supervisor for the restaurant**:** Proposers must submit the CV of the proposed Supervisor, clearly detailing the individual's relevant experience and employment history, including previous employers. The CV must not exceed three (3) pages in length.	Supervisor with more than 9 years' experience in the restaurant industry	8	
		Supervisor with between 6 and 9 years' experience in	5	

		the restaurant industry		(8)
		Supervisor with between 3 and 6 years' experience in the restaurant industry	3	
		Supervisor with between 1 and 3 years' experience in the restaurant industry	2	
		Supervisor with less than 1 year experience in the restaurant industry	1	
		No submission of CV	0	
	3. CV of the proposed Supervisor for the guest houses**:** Proposers must submit the CV of the proposed Supervisor, clearly detailing the individual's relevant experience and employment history, including previous employers. The CV must not exceed three (3) pages in length.	Supervisor with more than 9 years' experience in the hospitality industry	8	(8)
		Supervisor with between 6 and 9 years' experience in the hospitality industry	6	
		Supervisor with between 3 and 6 years' experience in the hospitality industry	4	
		Supervisor with between 1 and 3 years' experience in the hospitality industry	2	
		Supervisor with less than 1 year experience in the hospitality industry	1	
		No submission of CV	0	

	4. CV of the proposed Head Chef: Proposers must submit the CV of the proposed Head Chef for the restaurant, clearly detailing the individual's relevant culinary and management experience, and employment history, including previous employers. The CV must not exceed three (3) pages in length.	Head Chef with more than 9 years' experience in the restaurant industry	8	(8)
		Head Chef with between 6 and 9 years' experience in the restaurant industry	6	
		Head Chef with between 3 and 6 years' experience in the restaurant industry	4	
		Head Chef with between 1 and 3 years' experience in the restaurant industry	2	
		Head Chef with less than 1 year experience in the restaurant industry	1	
		No submission of CV	0	

<table>
<tr><td>3.2</td><td>Marketing capability
(see Section 9.3.5 and Annexure 19)

Provide an example of each of the marketing activities previously undertaken and a marketing plan for the first year of the contract.

a) Quality of proposed Marketing Plan
<table><tr><td>Sub-criteria</td><td>Points</td></tr><tr><td>Comprehensive marketing plan with measurable targets, budget, timelines, and monitoring mechanisms</td><td>5</td></tr><tr><td>Partial or no marketing plan submitted</td><td>0</td></tr></table>
b) Previous marketing activities and evidence
<table><tr><td>Sub-criteria</td><td>Points</td></tr><tr><td>Comprehensive marketing campaigns with clear evidence of increased customers, occupancy, sales, or event bookings</td><td>5</td></tr><tr><td>No evidence of previous marketing activities or success metrics</td><td>0</td></tr></table></td><td>(5)

(5)</td></tr>
<tr><td>3.3</td><td>Staff training policy and programmes
(see Sections 9.1.5 and 9.2.5 and Annexures 5 and 11)

<table><tr><td>Sub-criteria</td><td>Points</td></tr><tr><td>Training and skills development plan (non-accredited and accredited) with time frames that covers code of conduct, customer services and administrative procedures and management of restaurant and accommodation in the hospitality sector.</td><td>5</td></tr><tr><td>No submission of training and skills development plan or the training and skills development plan does not cover all of the elements above</td><td>0</td></tr></table></td><td>(5)</td></tr>
<tr><td>4</td><td>Proposed concept and operational model (applicable to both restaurant and guest houses)</td><td>20</td></tr>
<tr><td></td><td>Proposed concept and operational model</td><td></td></tr>
</table>

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The proposed concept and operation model for the restaurant and the guest houses needs to be aligned with the cultural theme of the Thohoyandou NBG.

All sub-criteria under this section will be evaluated as responsive (full points) or non-responsive (0 points). If any requested information is not provided it will be considered non-responsive. (4)

a) Proposed concept

Sub-criteria	Points
Proposed concept including visual/pictorial presentation of the restaurant and guest houses setting in terms of furniture décor and staff uniforms. (deco, artist impression, furnishing, swatches, design boards, staff uniforms and any relevant visual material) (see Sections 9.1.1, 9.1.4 and 9.2.1 and Annexures 1, 4 and 8)	4
Partial or no response	0

(4)

b) Operation model

Sub-criteria	Points
Operation model for the guest houses with an operational plan and standard operating procedure aligned to a 3-star grading and maintenance plan (see Section 9.2.2 and 9.2.3 and Annexure 9 and 10)	4
Partial or no response	0

(4)

c) Product details and pricing (restaurant); package deals and rates (guest houses)

Sub-criteria	Points
Product details and pricing for the restaurant (see Section 9.1.3 and Annexure 3), and packages details and rates for the guest house (see Section 9.2.6 and Annexure 14).	4
Partial or no response	0

(4)

d) Capital investment

Sub-criteria	Points
Capital investment with breakdown (minimum R2 million) and relevant resources suitable to operate both the restaurant and guest houses during the contract period (see Section 9.1.6, 9.2.5 and 9.3.6 and Annexure 6 and 12).	4

	Less than R2 million capital investment		0	(4)

a) Proposed financial model

Sub-criteria	Points
Proposed plan with a financial model outlining how the business will be structured to generate income, as well as projected net sales for both the restaurant and the guest houses (see Section 9.1.7 and 9.2.6 and Annexure 7 and 13).	4
Partial or no response	0

5	**Safety, Health and Environmental Requirement**			**10**
	Submission of a detailed Sustainability and Waste Management Plan responding to the requirements in the request for proposal (see Section 9.3.3 and Annexure 17)	A Sustainability and Waste Management Plan that includes food waste management and recycling initiatives, a sustainable water use plan with water saving technologies, and energy efficient initiatives provided.	5	(5)
		Partial or no submission of a Sustainability and Waste Management Plan	0	
	Submission of a detailed Security, Safety and Risk Management Plan (see Section 9.3.4 and Annexure 18)	Security, Safety and Risk Management Plan that includes guest protection measures, food safety considerations and details of Occupational Health and Safety compliance.	5	(5)
		Partial or no submission of a Security, Safety and Risk Management Plan	0	
	Total			**100**

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

Sufficient information must be provided to allow the Bid Evaluation Committee to score proposals against all these criteria.

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SANBI will conduct a site visit to the current restaurants and guest houses of the Proposers who scored more than 70 points for functionality. An unacceptable site visit report will lead to disqualification of the Proposer despite qualifying on the functionality evaluation. The inspection will assess the facility in terms of the following:

Focus area	Acceptable	Not Acceptable
3 Star grading facility		
Cleanliness and hygiene • Cleanliness of guest rooms, bathrooms, dining areas, and public spaces.		
Accommodation quality • Condition of beds, beddings and furnishings.		
• Adequacy of lighting, ventilation, heating, or air conditioning.		
Facilities and amenities • Availability and quality of Wi-Fi.		
• Television, tea/coffee facilities, minibar, and other in-room amenities.		
Restaurant, food and beverage services		
• Availability of dietary options.		
• Cleanliness of dining facilities.		
Maintenance and physical condition • General upkeep of buildings, rooms, gardens, and equipment.		
Safety and security • Presence of CCTV cameras, and controlled access.		
• Fire safety measures, emergency exits, and first-aid facilities.		

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), 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 specific goals.

SANBI reserves the right, at its sole discretion 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) as per the objective criteria:

- Not to appoint any service provider that has demonstrated unsatisfactory performance in any previous or current contract with SANBI or any other organ of state.
- SANBI reserves the right to obtain and consider additional information regarding a bidder's past performance, even if such information is not included in the bid's returnable documents.

12. EXCLUSIVITY

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

13. RESTAURANT AND GUEST HOUSE NAME

The restaurant is, in the interim, called the **"Thohoyandou NBG Restaurant"** while the Guest House is called the **'Thohoyandou NBG Guest House".** The names will remain as such unless otherwise stated on the lease and will be subject to approval of SANBI. The Operator can propose trading names, but such must be approved in consultation with SANBI.

Part A: Restaurant proposal (Annexure 1 to 7)

ANNEXURE 1: PROPOSED CONCEPT

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ANNEXURE 2: OPERATING HOURS

ANNEXURE 3: PRODUCT DETAILS AND PRICING MENU

ANNEXURE 4: STAFF UNIFORM

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ANNEXURE 5: STAFF TRAINING POLICY AND PROGRAMMES

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ANNEXURE 6: CAPITAL INVESTMENT

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

(Proposed plan with financial model outlining how the business will be structured to generate income - inclusive of projected net sales and revenue for 3 years)

9.2 Part B: Guest house proposal (Annexure 8 to 14)

ANNEXURE 8: PROPOSED CONCEPT

ANNEXURE 9: OPERATIONS MANAGEMENT

ANNEXURE 10: MAINTENANCE MANAGEMENT

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ANNEXURE 11: STAFF TRAINING POLICY AND PROGRAMMES

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ANNEXURE 12: CAPITAL INVESTMENT

ANNEXURE 13: PROJECTED NET SALES AND REVENUE FOR THREE [3] YEARS, GUEST HOUSES

(Proposed plan with financial model outlining how the business will be structured to generate income - inclusive of projected net sales and revenue for 3 years)

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ANNEXURE 14: PACKAGE DETAILS AND RATES FOR GUEST HOUSES

9.3 Part 3: Applicable to both the restaurant and guest houses proposal (Annexure 15 to 20)

ANNEXURE 15: PROPOSER'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.	

Please provide a copy of the last two years' consolidated income statements and cash flow statements and balance sheets.	

ANNEXURE 16: COMPANY PROFILE

ANNEXURE 17: SUSTAINABILITY AND WASTE MANAGEMENT PLAN

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ANNEXURE 18: SECURITY, SAFETY AND RISK MANAGEMENT PLAN

ANNEXURE 19: MARKETING CAPABILITY

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Catering and Accommodation Specifications and Background information

Thohoyandou

National Botanical Garden

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Document number: Two (2)

SECTION 1 - BACKGROUND

1.1 INTRODUCTION

This document (Document 2) gives a general overview of the Thohoyandou National Botanical Garden's (NBG) visitor services, particularly regarding food and accommodation operations. It sets out the requirements and calls for proposal in respect of the Thohoyandou NBG Restaurant and the Thohoyandou Guest Houses situated inside the Thohoyandou NBG.

This document (Document 2) is to be read in conjunction with the General Terms and Instructions (Document 1).

1.2 TERMINOLOGY AND DEFINITIONS

The following terminology has been used throughout this document:

- SANBI: South African National Biodiversity Institute
- Garden: Thohoyandou National Botanical Garden, Limpopo
- Operator: Appointed operator for both restaurant and guest houses
- Restaurant: Thohoyandou NBG Restaurant situated inside the garden
- Guest houses: Thohoyandou NBG Guest Houses 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:

- using environmentally friendly products and practices;
- developing a concept which has some speciality as a drawcard;
- creating a pleasant eating ambiance in which garden visitors can relax and enjoy good service, good quality food and drink under hygienic conditions, and feel that they are getting value for money;
- creating a pleasant function venue where guests can relax and enjoy good quality hospitality and rustic country scenery;
- assisting SANBI in enhancing the appeal of the garden, both to tourists and the general public;
- offering a restaurant menu that reflects modern eating habits, gastronomy and innovative cuisine; and
- attractively presenting and merchandising local food and local beverages of the area.

1.4 TERMS OF TRADING

The Operator will be offered a 5-year contract (or as agreed between the Operator and SANBI) and performance will be reviewed on a quarterly basis. The contract may be open for renewal for a further 5-year period, by mutual agreement and dependent on

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performance during the initial 5-year period. Hereafter SANBI has the right to re-tender the contract should it be considered appropriate.

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

In return for this opportunity the Operator will:

- retain all income generated
- pay a minimum monthly rental of **R27 500 or 10%** of net sales revenue whatever is greater
- 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, Wi-Fi and security costs
- apply for a liquor license and maintain its validity for the duration of contract (at the end of contract the Operator will be reimbursed for the licence application so it can be transferred to a new operator)
- provide the necessary equipment to operate the facilities as indicated in this document (see **Section 2.6 and 2.7**)
- display framed compliance for hospitality in terms of restaurant operation and guest houses.

SANBI will provide:

Restaurant	Guest houses
- Kitchen - Dining area - Veranda - Ablution facilities - Storerooms - Staff change room and lockers - Garden service for the landscaped areas surrounding the restaurant - Wi-Fi for visitors	- 15 Rooms for accommodation - 1 Office - 4 Communal areas - Kitchen area - Laundry area - Staff change room and lockers - Garden service for the landscaped areas surrounding the guest houses

SECTION 2 – THE GARDEN AND ITS FACILITIES

2.1 BACKGROUND

The Thohoyandou National Botanical Garden is one of eleven national botanical gardens managed by the South African National Biodiversity Institute (SANBI). SANBI is a statutory body whose mandated focus is on South Africa's national biodiversity heritage. The organisation manages the network of national botanical gardens and is responsible for scientific research, knowledge management, policy, and planning, as well as human capacity development through biodiversity education and empowerment.

Garden facilities include:

- Administration building
- Hiking trails
- Picnic areas
- Restaurant
- Cultural huts
- Guest houses
- Braai area
- Elevated board walk
- Public ablutions
- Cycad trail

2.2 GARDEN ENTRY

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

08:00 - 18:00

All visitors attending private functions shall be regulated by means of a guest list. All admission fees for private functions shall be paid over to SANBI separately by the restaurant operator and therefore private function visitors will not pay the admission fees at the gate as these must be included in the quoted per head price for the relevant function.

ADMISSION FEES

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

Admission fees to the garden indicated below are applicable from 1 April 2026 – 31 March 2027:

Adults	R 45

Seniors (pensioners)	R 45 (free on Tuesdays)
Students	R 35 (with valid student cards)
Scholars	R 20
Pre-School children (under 6 years of age)	Free

2.3 GARDEN VISITORS

The number of garden visitors over the last three years has averaged at over 20 000 per annum. This number is expected to increase now that the construction of facilities at the garden is complete. It is important to note that visitation to the garden is seasonally influenced with peak months being between August and January and quieter months during the winter, from May to July. It would be wise for the Operator to focus on vigorous marketing before and during the quieter months as well as to focus on attracting a greater percentage of the local residents of the region during this time.

Many visitor groups visit the Thohoyandou NBG during spring and summer for picnics, scientific research, bird watching or the natural history. Such visitors often look for a place where they can get a light snack, something to drink and have a walk through the garden. The restaurant is therefore expected to deliver good and well-presented food within a minimum time span. It would also be beneficial if the Operator could offer certain food items on a 'ready to go' service. It is important for the Operator to explore special offers for both locals and tourists to ensure ongoing business, especially during the quieter winter months. Weekends and public holidays are the busiest times and these days should be viewed as windows of opportunity around which to arrange special events to draw visitors from all groups to the garden. The restaurant should also provide meals for visitors staying in the guest houses if required. The guest houses offer an opportunity for visitors to stay longer in the garden, explore the surrounding area, and provide accommodation for researchers.

2.4 THE RESTAURANT

The restaurant is newly constructed, and this will be the first lease contract for the facility. The restaurant is part of the Visitor's Centre (Annexure A) at the garden. The Visitor's Centre also includes ablutions, an information desk and a pay point. The building is linked to the three cultural huts via a foot path linking the buildings. One of the cultural huts is a traditional kitchen that will display local indigenous food for the Vhavenda people, and some for the Tsonga and Pedi culture. In consultation with SANBI, it would be ideal, and of best interest for the Operator, to prepare and sell some of the local indigenous food linked to the display in the traditional kitchen.

The Visitor's Centre and restaurant area include:

a. Restaurant entrance
b. Coffee bar
c. Indoor deck
d. Outdoor deck
e. Outdoor lawn area
f. Kitchen
g. Storeroom
h. Change room
i. Kitchen yard
j. Ablution

2.5 USE OF FACILITIES

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

2.6 EQUIPMENT

The Operator will be expected to add whatever equipment, furniture and fittings are necessary for the restaurant to maximise revenue opportunities and provide a high standard of catering service at the garden. The Operator will also be expected to add whatever furnishings and fittings are necessary to maximise revenue opportunities at the guest houses.

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

- Essential restaurant and kitchen items
- Food store with shelving
- Extraction system
- Staff room with lockers

NB All items (attached or loose) listed and currently found in and outside the restaurant, are the property of SANBI. If damaged, the Operator will replace with the same specification.

The guest houses will be handed over installed with the following in each bedroom:

- Aircon
- Ceiling fan
- Wardrobe

2.7 FURNITURE, CUTLERY, CROCKERY AND GLASSWARE

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

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

2.8 MAINTENANCE

The Operator will be responsible for the day-to-day maintenance of the restaurant and guest house 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 service at the garden.

The Operator will further be responsible for interior maintenance including the electrical (lights, plugs, switches etc.), mechanical (aircons etc.), plumbing and general interior building maintenance).

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 and exterior maintenance to the buildings 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 chemicals must be non-hazardous to human and the environment (fauna and flora).

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

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

- deep cleaning of kitchen equipment and ducting
- steam cleaning of kitchen floors, walls, stores, fridges, freezers and

- equipment
- deep cleaning of staff facilities
- pest control
- cleaning and maintaining fat traps and the disposal of the waste legally

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

The Operator is to make sure that no littering of the surrounding areas occurs from its premises. No litter is allowed within the public eye in the garden and around the restaurant or the guest houses. The Operator must arrange for a suitable holding bay for litter in consultation with SANBI.

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. Smoking will only be allowed in designated smoking areas.

The Operator must provide ashtrays and dustbins in the designated smoking areas. User friendly signages with positive messages like “Thank you for not smoking” is also encouraged.

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 restaurant and guest houses 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 the restaurant and guest houses within the garden. The Operator will be responsible for providing signage within its facilities such as the name of the outlet, direction to till points and bathroom facilities, no smoking signs, 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 facilities. Hand-written signs will not be allowed unless in cases of emergency.

Neither notices nor signs are to be displayed by the Operator outside the relevant buildings without the prior written consent of SANBI. No flyers, flags and tear-drop banners to be mounted anywhere in the garden without written consent of SANBI.

2.14 REFUSE

The Operator will be expected to remove all refuse from the restaurant and guest houses at least daily to its garbage collection areas. SANBI will remove the refuse from the latter once a week for which a nominal fee will be levied. No refuse should be kept overnight around the restaurant building, guest houses or parking areas.

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

Refuse stored at the facilities is not to be visible to garden visitors and should be suitably stored in sealed containers such as lidded bins with a firm catch lined with plastic bags. The Operator will comply with any reasonable request from SANBI and will have regard to SANBI's policies on environmental management.

2.15 SECURITY

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

There is currently a 24-hour security guarding service for the garden premises and the service provider will be responsible for any additional security guards needed for their area of operation.

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

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

2.17 STAFF FACILITIES

SANBI will supply an office at both the guest house and the restaurant. The Operator's staff can use the toilet and the change rooms and lockers provided for them at the

restaurant and guest houses. The Operator will also be responsible for the daily maintenance and regular deep cleaning of these facilities.

2.18 LICENCES

All trading licences must be obtained and submitted prior to operating the restaurant and guest houses. 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.

2.19 PARKING

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

Delivery parking access is available in front of the restaurant building and is to be utilised for restaurant deliveries. Prolonged parking will not be allowed in front of the building. Delivery vehicle must be offloaded and moved once this is done.

2.20 LAUNDRY

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

2.20 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 and guest houses including compliance required for restaurant operations by the Department of Health (See Document 1).

i) **General Safety, Health and Environmental (SHE) requirements:**

All potential Operators entering into a contract with 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 always be available on site**. It must be supplied before the signing of the contract for the approval by a SANBI agent. The SHE file will become SANBI property at the end of the contract.
- The Operator's staff will be expected to attend induction training, within a week of the commencement of operation. The training will include evacuation procedures and familiarising staff with the part of the garden they are stationed in.
- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996): The Operator will be required to submit a letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act. The letter should be issued by the Department of Labour.

A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) and a letter of Good Standing shall always be available on site.

- 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.

ii) **The Operator shall:**

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

iii) **Sustainability and 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 Sustainability and 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 and guest houses 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 the restaurant and guest houses, such as used cleaning chemicals, empty containers, and 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 in the restaurant, and recyclable materials.

- Management of general waste generated through the restaurant and guest house operations (bottles, papers, plastics and kitchen waste).
- An indication of how recycling will be conducted.

iv) **Security, Safety and Risk Management Plan**

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

3.1 THE RESTAURANT

The restaurant will be utilised as a venue for light meals, snacks, and drinks mainly, but should also offer main meals for garden visitors wanting to spend more time in the garden. The restaurant should also provide meals for visitors staying at the guest houses as needed. The facility should also lend itself to providing special catering services for visitors wishing to hold special private functions such as weddings, birthday celebrations etc. Such functions may include events outside of normal operating hours and the Operator will provide the guest list for statistic and income reconciliation purposes.

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, unless otherwise agreed with SANBI. Opening times will be for the Operator to propose and are to be detailed in the Forms of Proposal.

Proposals should include activities that relate to environmental promotion and are family oriented.

It is important for the Operator to explore special offers for local visitors especially during the quieter months.

3.2 METHOD OF PAYMENT

The Operator is to accept all major credit cards and cash. Take note that SANBI has gone cashless and it will be advisable for the Operator to consider this option.

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 are 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 except for garden areas where litter will be collected by SANBI staff.

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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. Guests arriving without passes will be captured into the list and accounted accordingly.

3.4 CATERER EXCLUSIVITY

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

3.5 SELLING PRICES

Menus and pricing for the restaurant 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.

SECTION 4 – MANAGEMENT AND 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 service consultants, the restaurant and catering facilities and guest houses 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, and the amount must 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 and assessed on degree of cooking, general appearance and presentation as well as compliance with menu description
- product quality and temperatures (see **Section 4.6**).

In the event of contract anomalies and 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 and overall hospitality
- 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:

- Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA)
- Employer's liability
- Public liability relating to the service being offered and during any shop-fitting
- Any loss or damage to cash, its own equipment, stock and property

SANBI will be responsible for insurance against its own public liability and any loss or damage to its equipment by fire or theft.

4.4 COMPLAINTS, COMMENTS AND COMPLIMENTS

All complaints, comments, and compliments relating to the restaurant and its food and beverages, accommodation, and associated services provided by the Operator must be reported to SANBI. The Operator shall develop and implement customer satisfaction surveys, and the survey results will form part of the Operator's performance evaluation for both the restaurant and the guest houses.

In the event of a legitimate complaint regarding the quality or standard of the food service in the restaurant, the Operator shall, at its discretion, offer the guest either a full refund or a complimentary replacement meal as an appropriate corrective measure.

4.5 MANAGEMENT REPORTING

SANBI requires the following monthly reports from the Operator:

- Daily number of transactions/customers
- Typical average spends
- Number, size and average spend of any functions
- Daily net sales revenue for the venue under the headings: functions and restaurant
- Monthly turnover at the restaurant and occupancy at the guest houses 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 AND STOCK

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

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

Food is to be moved to suitable storage areas within 10 minutes of arrival at the destination i.e. all chilled food is to be placed in refrigerators, frozen food into freezers and hot food into warmers, etc. Do not buy items that can't be stored if it is off peak season.

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, guests and customers at risk, should report to their supervisor who will discharge them from duty until such a time as they are fit to resume normal duties.

The Operator's staff and management are to be smart in appearance at all times. The provision of uniforms is the responsibility of the Operator, although the style, fabric and design are to be submitted for approval during the proposal process. Any changes to uniforms thereafter are to be approved by SANBI.

Staff must always be easily identifiable through the wearing of uniforms and name badges. 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 or use of harmful substances is not permitted during working hours. Should staff wish to smoke, they are to do so outside the SANBI building and out of sight of restaurant customers and guest house visitors.

All permanent and temporary staff must undergo induction training before commencing their duties. 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 AND HYGIENE

The Operator's responsibilities are as follows:

- Ensuring that all catering and related areas as well as production methods comply with food handling and safety regulations, by-laws and Hazard Analysis Critical Control Point legislation (should the latter become law);
- Ensuring that any off-site preparation facilities and production methods comply with all local food handling regulations and by-laws;
- Carrying out thorough and ongoing training of staff in all aspects of health, safety and hygiene;
- The Operator may be subject to quarterly health and safety audits, as well as food safety and hygiene audits. Independent auditors will carry out audits as instructed by SANBI. The Operator will be provided with a copy of any reports and will be expected to contribute towards the cost of these 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 products, continuity of operation and other operational aspects lapse and continue to do so after a written warning from SANBI, SANBI will have the authority to issue a termination of contract in terms of the lease.

4.10 DISPUTES

If any dispute or difference of opinion arises between SANBI and the Operator in connection with the contract or the carrying out of duties under the contract, agreement is to be reached by amicable discussions. Failing such agreement the dispute shall be

referred to an independent person of good repute and standing agreed by both parties. If the parties are still not able to agree the arbitration clauses in the lease will apply.

4.11 INCONSISTENCIES

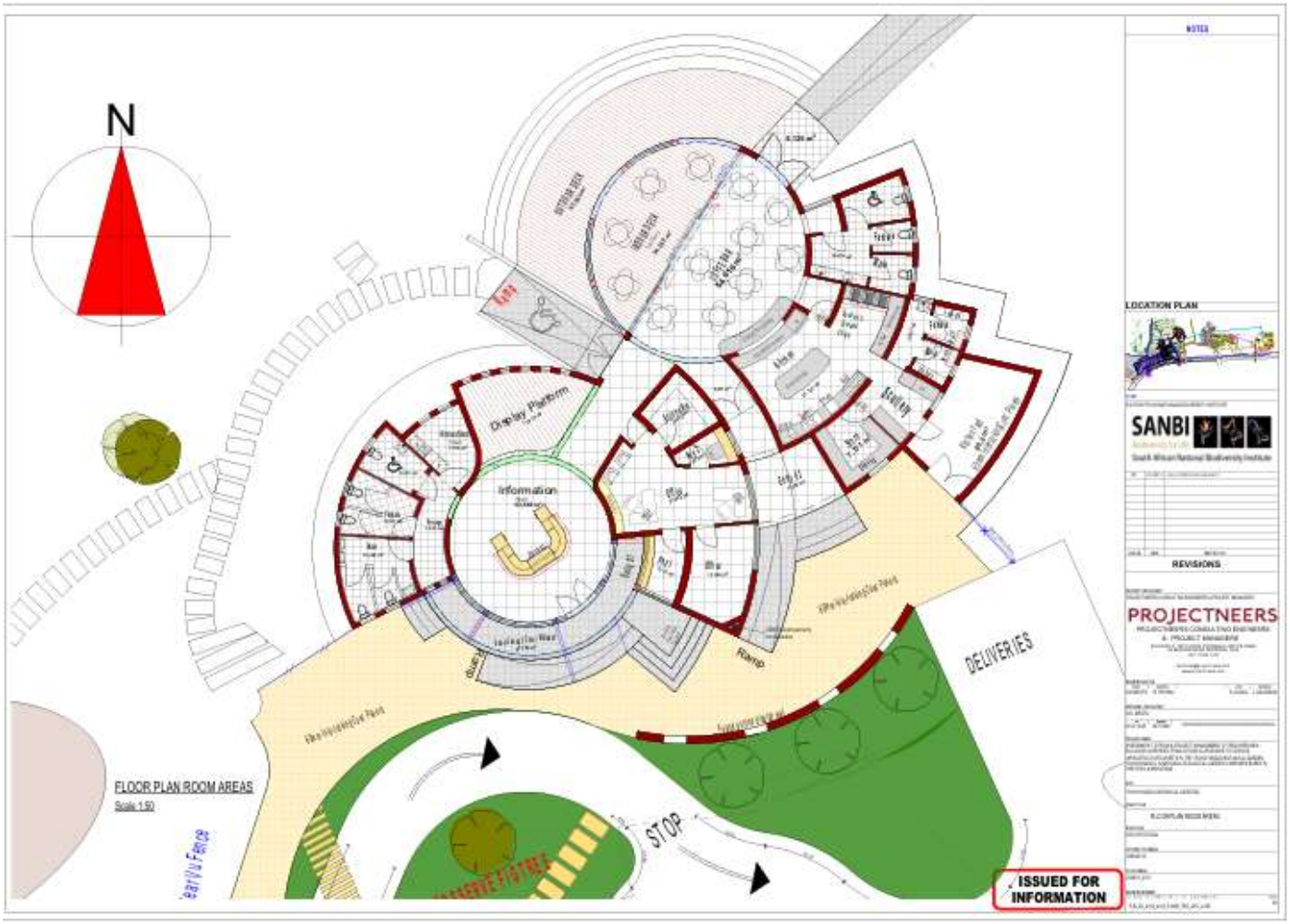
If there are any inconsistencies in these documents or in explanations given to potential Operators including inconsistencies between this documentation and the signed lease, then the lease will apply.

5. RESTAURANT AND GUEST HOUSE NAME

The restaurant is in the interim called the **"Thohoyandou NBG Restaurant" while the Guest House is called Thohoyandou NBG Guest House"** and will remain as such unless otherwise stated on the lease and will be subject to approval of SANBI. The Operator can propose trading names, but such must be approved in consultation with SANBI.

ANNEXTURE A

Visitor's Centre floor plan



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