

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (<i>South African National Biodiversity Institute</i>)					
BID NUMBER:	SANBI: G534/2024	CLOSING DATE:	14 February 2024	CLOSING TIME:	11:00am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF ONE (1) YEAR.				
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: 31 January 2025					
Time: 11H00 AM					
Venue: Kirstenbosch National Botanical Garden's Old Mutual Conference Centre located at Gate 1 (99 Rhodes Drive, Newlands, Cape Town, 7780).					
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	D.Mokoena@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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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?
 NO YES

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

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

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number: SANBI: G534/2024
Closing Time 11:00	Closing date: 14 February 2025

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

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

- Required by:
- At:
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

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.

2.3.1 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.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods

or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>

REQUEST FOR TENDER

FOR THE

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF ONE (1) YEAR

PHYSICAL ADDRESS:

The South African National Biodiversity Institute (SANBI)
Kirstenbosch National Botanical Garden 99 Rhodes Drive
Newlands
Cape Town

POSTAL ADDRESS:

The South African National Biodiversity Institute
Private Bag X101
Silverton
0184

TENDER NO. SANBI: G534/2023

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1. Introduction

The South African National Biodiversity Institute (SANBI) contributes to South Africa's sustainable development by facilitating access to biodiversity data, generating information and knowledge, building capacity, providing policy advice, and showcasing and conserving biodiversity in its national botanical and zoological gardens.

SANBI manages 11 national botanical gardens across the country, including the Kirstenbosch National Botanical Garden (NBG). Bidders from PSIRA registered security companies are hereby invited to submit their bids to provide the required security guarding services to the Kirstenbosch NBG for a period of one (1) year.

The garden is particularly prone to the threat of criminal activities and the Service Provider shall be obligated to provide security services to guard and protect the premises including buildings, personnel, assets (including plants and animals), visitors and all their valuables.

The potential security risks/threats are the following:

- Armed robbery, theft, and malicious damage of/to property, vehicles, equipment, materials, assets, and plants, within the premises.
- Unauthorized and uncontrolled access into the premises via the boundary fences and main entrances.
- Unauthorized and uncontrolled access into buildings.
- Loitering by homeless persons.
- Violence or threatening violence by intoxicated visitors.

2. Invitation to tender

Tenders are hereby invited for the appointment of a Service Provider to provide security guarding services to SANBI's Kirstenbosch NBG for a period of one (1) year.

The tender process will be coordinated by SANBI's Supply Chain Management (SCM) section at the following address:

The Deputy Director: Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Private Bag X101,
Silverton
Gauteng
0184
Email address: sanbi.tenders@sanbi.org.za

3. Scope of work

The garden requires a security Service Provider to render security and guarding services through the provision of guards, access and exit control, armed security personnel to respond to alarm system activation and unauthorised entry to buildings, response to unauthorised entry via the perimeter fences or other access points to Kirstenbosch and securing of buildings and the premises in emergency situations. The main scope of the provision of security services is focused on the landscaped garden area where the highest visitor and staff activity takes place as well as all the visitors and staff facilities such as offices, staff houses, restaurants, gift shops, parking areas and other buildings. The required services shall also pertain to the less frequently visited areas on the Kirstenbosch estate where monitoring and patrolling is essential.

The security Service Provider is also required to provide security guarding and armed response/patrol vehicle services for a period of one (1) year to the Kirstenbosch NBG, 24 hours a day, every day of the year.

In addition, from time-to-time additional guards may be required for special functions, exhibitions or events as required, often after normal hours. This will be arranged separately to the standard contract, but an indication must be given as to the availability of such *ad hoc* guards and the notice period for obtaining this additional service.

The security Service Provider must comply with all relevant South African legislation as well as with SANBI's Terms and Conditions including its security policy and those specified in the Service Level Agreement. The appointed Service Provider should be cognisant of the Special Conditions of Contract (**Annexure A**).

The **Kirstenbosch NBG** map is attached under **Annexure B**.

3.1 Induction, training and placement of staff

The Service Provider's staff members will have to undergo induction training regarding the site and the Emergency Plan for the campus. This induction is compulsory and must be attended by the security company's management team including supervisors, guards, and any applicable technical staff. Any new employee must first be inducted before placement on site.

The inheritance of existing security guards and/or use of equipment from previous Service Providers must be discussed with and approved by SANBI in writing beforehand.

3.2 Priority security operational requirements

The following are the expected priority outcomes and deliverables for this tender:

- A) Provide guarding services where all shifts are 12 hours shifts from 06:00 to 18:00 and 18:00 to 06:00 during winter (1 April to 31 August), and 07:00 to 19:00 and 19:00 to 07:00 during summer (1 September to 31 March) every day. The one shift will take over from the previous shift at any specific station to ensure continued surveillance/control.
- B) Provide support service to deployed guards including monitoring and the use and maintenance of a patrols tracking systems of guards.
- C) Provide access control and manage a vehicle control/management system at the entrances.
- D) Provide armed response to alarm activations.
- E) Provide protection of the personnel, public, plants, animals, and property through monitoring, guarding and carrying out garden specific rules, regulations and municipal by-laws.
- F) Respond to any security related risk and/or emergency.
- G) Form part of the gardens emergency response team (ERT) responding to any emergency.
- H) Provide written records of incidents, security threats/risks (Occurrence Book) and security reports.
- I) Provide reports on efficiency of services around guarding and response to alarm activation when needed.
- J) Ensure that staff providing these services are trained, always equipped and available to provide the required services.
- K) Continuously liaise with Kirstenbosch management on the ongoing management of performance and improvement where needed.

3.3 Access control

The guards at the access control gate must:

- Always ensure and maintain proper control of access onto the premises.
- Be customer-focused, patient, and polite and always remain professional in the execution of their duties.
- Monitor and patrol all areas designated to him/her for patrolling.

It is the responsibility of the Service Provider to ensure that:

- The access gates are closed and opened as per site instructions issued by the appropriate SANBI official on a weekly basis.
- The gates are locked/unlocked at designated times, or as required according to specific instructions from appropriate SANBI staff.
- Vehicles entering and exiting the garden service entrance gates, must be recorded using a vehicle control/management system.
- A guard remains visible at the entrance gates in between patrols and where necessary provide reactive support to SANBI in cases of suspicious or unacceptable visitor behaviour.
- Guards must observe and report any suspicious activity or any person that refuse to comply with the vehicle access control management system.
- Vehicles are searched that enter or exit designated gates.

Guards will be required to enforce the gardens internal rules and the National Environmental Management: Protected Areas Act Regulations as indicated in **Annexure C**. This includes:

- Providing directions to the features and facilities found at Kirstenbosch in the form of directing visitors or referring them to appropriate SANBI personnel who may be able to assist.
- Providing assistance to SANBI Management on site where such assistance pertains to enforcement of legislation, security or emergency procedures.
- Not allowing balls, pets, or other entertainment equipment onto the premises.
- Not allowing bicycles, quad bikes, or tricycle-like toys onto the premises.
- Not allowing any swimming to take place in the ponds.
- Not allowing sound amplification devices such as portable HiFi systems, speakers of any kind or musical instruments.
- Not allowing drones to be brought in or used in the garden.
- Not allowing any tables, chairs, gazebos, or umbrellas to be brought or used in the garden.
- Not allowing fires or braais, or equipment to make fires such as gas bottles firewood etc.
- Not allowing vendors to sell items at the perimeter boundaries and parking areas.
- Not allowing vehicles, taxis, and buses to block the garden entrance or parking at non-designated parking areas.
- Ensuring that all visitors have either paid entrance fees, paid for photography and filming permits or have otherwise been authorised to gain free access through internal procedures.
- Checking if permits were issued by Kirstenbosch management for any sourcing, cutting or removal of plant material.
- Checking visitors against guest lists for pre-booked functions, as provided, both during and after hours, for pre-booked functions.
- Allowing, disallowing, or removing visitors (as the case may be) as instructed by the SANBI management.

3.4 Security staff requirements

The following table provides security staff requirements.

KIRSTENBOSCH NBG					
Duty point	Grade	Number of guards	Job purpose	Job requirements	Other security aids



<p>4 Way Stop kiosk and Garden office entrance</p>	<p>Grade C</p>	<p>3 x Guards (2 x day and 1 x night shift) 7 days / week</p>	<ul style="list-style-type: none"> • Monitor access control at the entrance. • Assist cashier in controlling large groups at the entrance. • Assist in emergency response. • Access control for all SANBI, visitors' vehicles including the vehicles transporting learners to the garden, vehicles delivering goods to the garden or restaurant and vehicles of tenants or visitors to staff residing in the Kirstenbosch NBG and visitors that are pedestrians. • Control the number of cars in the parking areas. • Monitor illegal entry into the Kirstenbosch NBG. • Monitor the parking areas for criminal or suspicious activities especially after hours. • Search SANBI official and staff vehicles. • Assist in emergency responses. 	<ul style="list-style-type: none"> • No criminal offence • South African • Grade 12 • Valid PSIRA Grade C • Positive security clearance • Proficient in English and service excellence • Must have at least three (3) years' experience. 	<ul style="list-style-type: none"> • Two-way or PTT radio • Torch • Pocket book • Pen (black & red) • Occurrence book • Handcuffs • Baton Sticks • Name tag • Cell phone • Unarmed guards. • Taser and/or pepper spray
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			<ul style="list-style-type: none"> • Guide visitors and clients effectively and efficiently to the desired location. • Verify of incoming and outgoing visitors. • Patrol the whole Kirstenbosch NBG, entrance area, all buildings, nurseries and boundary fence to ensure safety and security at night. 		
Gate 1 Parking Area	Grade C	1 x Guards (1 x day shift) 7 days / week	<ul style="list-style-type: none"> • Monitor access control and searching of vehicles when entering and exit from the premises. • Accompany cashier when moving monies (where applicable). • Assist in emergency response. • Access control for all SANBI, visitors' vehicles including the vehicles transporting learners to the Kirstenbosch NBG, vehicles delivering goods to the garden or restaurant and vehicles of tenants or visitors to staff residing in the Kirstenbosch 	<ul style="list-style-type: none"> • No criminal offence • South African • Grade 12 • Valid PSIRA Grade C • Positive security clearance • Proficient in English and service excellence • Must have at least three (3) years' experience. 	<ul style="list-style-type: none"> • Two-way or PTT radio • Torch • Pocket book • Pen (Black & red) • Occurrence book • Hand cuffs • Baton Sticks • Name tag • Unarmed guards. Taser and/or pepper spray

			<p>NBG and visitors that are pedestrians.</p> <ul style="list-style-type: none"> • Control the number of cars in the parking areas. • Monitor illegal entry into the Kirstenbosch NBG. • Monitor the parking areas for criminal or suspicious activities especially after hours. • Search SANBI official and staff vehicles. • Assist in emergency responses. • Guide visitors and clients effectively and efficiently to the desired location. • Verify of incoming and outgoing visitors. • Patrol the whole Kirstenbosch NBG, entrance area, all buildings, nurseries and boundary fence to ensure safety and security at night. 		
Gate 2 Parking Area & Turnstile	Grade C	1 x Guard (1 x day shift) 7 days / week	<ul style="list-style-type: none"> • Monitor access control at staff only pedestrian gate and searching of when entering and exit from the premises. 	<ul style="list-style-type: none"> • No criminal offence • South African • Grade 12 • Valid PSIRA Grade C 	<ul style="list-style-type: none"> • Two-way or PTT radio • Torch • Pocket book • Pen (black & red) • Occurrence book • Handcuffs

			<ul style="list-style-type: none"> • Assist in emergency response. • Provide access control to tenants and staff residing in the KNBG. • Verify of incoming and outgoing staff and tenants. 	<ul style="list-style-type: none"> • Positive security clearance • Proficient in English and service excellence • Must have at least three (3) years' experience. 	<ul style="list-style-type: none"> • Batton Sticks • Name tag • Unarmed guards. • Taser and/or pepper spray
Gate 3 Turnstile	Grade C	2 x Guards (1 x day and 1 x night shift) 7 days / week	<ul style="list-style-type: none"> • Monitor access control and searching of people when entering and exit from the premises. • Patrol around the building and staff parking • Provide support during emergency situations. 		
KRC & CBC and New Administration buildings	Grade C	3 x Guards (2 x day and 1 x night shift) 7 days / week	<ul style="list-style-type: none"> • Monitor access control and searching of people when entering and exit from the premises. • Patrol around the building and, staff parking • Provide support during emergency situations. 	<ul style="list-style-type: none"> • No criminal offence • South African • Grade 12 • Valid PSIRA Grade C • Positive security clearance • Proficient in English and service excellence • Must have at least three (3) years' experience. 	<ul style="list-style-type: none"> • Two-way or PTT radio • Torch • Pocket book • Pen (black & red) • Occurrence book • Hand cuffs • Batton Sticks • Name tag • Unarmed guards. • Taser and/or pepper spray
Garden patrol guard	Grade C	1 x Guard (1 x day shift) 7 days / week	<ul style="list-style-type: none"> • Patrol around garden and estate to ensure safety and security at night. 		

			<ul style="list-style-type: none"> • Assist in emergency responses. • Report none compliance to SANBI security officers. 		
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The number of security guards may be reviewed as and when required. This will be communicated to the Service Provider to amend their monthly invoice in line with the actual number of security guards on site. The successful Bidder will be required to provide extra guards during events.

3.5 Clocking points

Sixty (60) guard monitoring / clocking points at Kirstenbosch National Botanical Garden situated at strategic locations on the premises of the campus will have to be established and an electronic clocking records system installed for monitoring guard's movement. These records must be available to SANBI Management on request.

3.6 Language proficiency

All guards must be proficient in English and at least one other official language. Due to the nature of our business, communication is essential, and it is therefore required that guards must be able to read, write and communicate effectively in English.

3.7 Supervision of work

The Service Provider will be required to supervise and exercise proper control over its personnel and shall not hold SANBI liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

3.8 Responsibilities

The Service Provider will provide and take responsibility for the following:

- Security guards as per section 3.4 above as well as in the cases where additional guards are required.
- Security guarding services.
- Installing, controlling, and auditing check points where guards are patrolling.
- Access control and visitor management systems, control books, registers, and Occurrence Books (OB).
- Rechargeable torches.
- Firearm and gun trap where required.
- Panic buttons where required.
- Two-way radios registered on applicable frequencies, or Push to Talk (PTT) devices.
- Professional looking security guards with protection equipment and/or security uniform for guards that are weather appropriate.
- Ongoing training and certification where relevant.
- Where necessary, smart phones and subscriptions (capable of working e-mails and WhatsApp).
- Ensuring that the Service Level Agreement (SLA) conditions are complied with by adhering to the performance standards required (specifications for service provider performance management).
- Undertake to providing security guards as required for the rendering of services at the campus during situations of crisis.
- Ensuring guards are customer service-focused, and value and treat SANBI visitors with respect.

3.9 SANBI will take responsibility for the:

- Provision, upkeep and maintenance of the guard houses and toilet facilities.
- Provision, upkeep and maintenance of remotes for gates and the access gates.
- Provision, upkeep and maintenance of necessary keys and padlocks.
- Provision of weekend instructions including SANBI weekend duty and standby staff information.
- Provision of operational procedures and requirements.
- Provision of regular refresher communication and/or induction on Kirstenbosch operations where necessary.

4. Compulsory site briefing session

A compulsory site briefing session will take place on **31 January 2025 at 11:00** at Kirstenbosch National Botanical Garden's **Old Mutual Conference Centre located at Gate 1** (99 Rhodes Drive, Newlands, Cape Town, 7780). Bidders are advised that the compulsory briefing session will strictly start at **11:00**.

Bidders attending the compulsory site briefing session, will have to adhere to all health and safety protocols in place.

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below. All responses to questions via email will be communicated via this tender's advertisement webpage on the SANBI website www.sanbi.org.

- For bidding procedure enquiries: sanbi.tenders@sanbi.org.za
- Contact the following officials for technical enquiries:

Mr. Dumisi Mokoena (Deputy Director – Security Management), e-mail address: d.mokoena@sanbi.org.za

Mr. Elton le Roux (Estate Manager – Kirstenbosch National Botanical Garden), e-mail address:

er.leroux@sanbi.org.za

Mr. Werner Voigt (Senior Garden Manager – Kirstenbosch National Botanical Garden), e-mail address:

w.voigt@sanbi.org.za

Cut-off date for enquiries: **at 12:00 on 07 February 2025.** **No feedback will be provided after the deadline.**

5. Documents required.

5.1 Mandatory requirements

Tenders must include the following documentation (**failure to submit this required documentation WILL lead to disqualification**):

- a) A **copy of the company Central Supplier Database (CSD) registration report.**
- b) The company's Private Security Industry Regulatory Authority (PSIRA) registration certificate as a security Service Provider. Such registration must remain valid during the period of the contract.
- c) The company owner(s) or management team's Private Security Industry Regulatory Authority (PSIRA) registration certificate(s). Such registration must remain valid during the period of the contract.
- d) A certified copy of the company's valid ICASA licence or a contract with a recognised Service Provider for PTT communication for the specific service area covering the location of the campus. This must remain valid for the duration of the contract.

- e) Bidder's existing business must be in the **Western Cape** Province for security guarding services. The bidder must submit documentary proof of address from a third (3rd) party to indicate that the company has an operating office/business in the province (E.g. municipal account, Local Authority Letter, or telephone account (not older than three (3) months), signed lease agreement, etc.)
- f) **Fee/cost structure as per Annexure D** including breakdowns and availability of additional staff/services on short notice. **This must only be included in the 'original' document as per the section on submission below (see Section 16). Inclusion of pricing in any 'copy' (in the PDF file(s) of the document(s) on the memory stick) will result in the tender being disqualified.**
- g) 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.
- h) The Company's health and safety policy and health and safety training plan.
- i) A certified copy of **Liability Insurance Cover** for the company and for company employees and the amount available per claim (minimum 5 million Rand). This must be valid during the duration of the contract.
- j) Duly completed and signed SBD forms.
- k) Signed compulsory site briefing session certificate.

5.2. Other documents required

Each tender document should also include the following documentation, although failure to submit these documents will not result in disqualification. However, the information contained in them is required for evaluation purposes. Failure to comply will lead to the bid being considered non-responsive.

- a) **Company information and profile:** mission statement and policies with an indication of the management, communication and supervision structures and including a section on how staff will be managed on campus.
- b) A copy of the latest **Audited Financial Statement**.
- c) **CVs** of the bidders appointed Site Manager, supervisors, as well as CVs for the guards.
- d) A SABS ISO 9001 Certificate (this is optional).
- e) **Track record:** a list of similar contracts held in the past three (3) years that should include the name of the client, scope of the services, duration dates and value of contract.
- f) **Five reference letters (see Annexure E):** letters of reference from at least three (3) signed current or previous clients that have been provided with security services within the past 5 years.
- g) A detailed training and skills development plan with timeframes.
- h) **Evidence of operational capacity to perform the required security services:**
 - 1) **Details of the availability of control room/s in the province, vehicles, and other equipment** to fulfil duties as per the specification and **systems and processes** for management, communication, and support for guards on duty.
 - 2) Two-way Radio / PTT communication:
 - i. Effective communication can be maintained across the garden. On site test will be done between the control room and Kirstenbosch:
 - 1. Using the supervisor's vehicle mobile radio from two (2) location on Kirstenbosch, and
 - 2. Using the company's handheld radio from one (1) location at the entrance area.

6. Preparation of proposal

SANBI shall not be held liable for any cost that has been incurred by the Service Provider in the preparation of the proposal, the obtaining of certificates or any other cost that might be incurred in submitting the proposal.

7. Tender documentation availability

The tender documents are available from the SANBI website – www.sanbi.org

8. Contract period

A one (1) year contract will be entered into with the Service Provider and will be reviewed based on performance for three (3) months from the date of commencement.

9. Pricing

Based on the tender specifications outlined above, a **specific pricing breakdown** for the one (1) year contract must be provided including the pricing for all the items/equipment charged for in the breakdown.

Wages/salaries must meet a minimum sectorial wage determination set by PSIRA under **Annexure D**. Bids indicating wages/salary levels below the minimum levels set by PSIRA will be disqualified.

NB. Financial or pricing details (ANNEXURE D) should ONLY be included in the pack marked “ORIGINAL”. Financial information included in the “COPIES” will lead to your bid being disqualified.

10. Compliance reports and meetings

The Service Provider and SANBI will enter into a Service Level Agreement (SLA) for monitoring and compliance purposes as per the draft attached (**Annexure F**) which will be signed by both parties during contracting period. The SLA (**Annexure F**) will be monitored through compliance meetings which will be held monthly. The Service Provider will also meet the designated SANBI representative as and when deemed necessary by either party.

11. Evaluation criteria

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

Stage 1:

The first stage will evaluate functionality according to the criteria listed in the tables below. Sufficient information must be provided to allow evaluation of the bid against the criteria.

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria		Weight
1	Company Experience			30
1.1	Bidders must demonstrate in-depth experience and expertise in the field of Security Services within Government or Private sector, with relevant supporting documents provided (including company profile and PSIRA registration certificates).	Ten (10) or more years' relevant experience.	10	
		Six (6) to nine (9) years' relevant experience.	7	
		Three (3) to five (5) years' relevant experience.	4	
		One (1) to two (2) years' relevant experience.	2	
		No submission of evidence or less than one (1) year relevant experience	0	
1.2	COMPANY TRACK RECORD	Ten (10) or more clients	10	
		Six (6) to nine (9) clients	7	
		Three (3) to five (5) clients	5	

CRITERIA FOR EVALUATING FUNCTIONALITY					
No	Criteria	Sub Criteria		Weight	
	<p>Attach the following documents:</p> <ul style="list-style-type: none"> Provide a list of current and previous clients (company name, contact person, telephone number, services provided, total value of the contract and contract duration with dates). 	One (1) to two (2) clients	3		
		No submission	0		
	<ul style="list-style-type: none"> Provide no less than five traceable reference letters: Signed reference letters from clients in the past five years (company name, contact person, telephone number, services provided, total value of the contract and contract duration with dates, performance of the Service Provider per service provided). The reference letters must be relevant to the tender. <p><i>In addition, provide the following supporting documents pertaining to the list and reference letters (official purchase orders, or Service Level Agreement, or appointment letters with contact details and value of contracts)</i></p>	Five (5) or more relevant reference letters including the supporting documents	10		
		Three (3) to four (4) relevant reference letters including the supporting documents.	7		
		One (1) or two (2) relevant reference letters including the supporting documents.	5		
		No submission	0		
	2	Financial Capacity			15
	<p>Bank ratings code.</p> <p>Bidders must submit bank rating code letter valid for three (3) months showing the conduct of the account (supplemented by audited financial statement</p>	Undoubted for the amount of enquiry or Good for the amount of enquiry. (Bank code: A)	15		
		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)	9		

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria		Weight
	showing financial capacity to implement and run the contract without foreseen cashflow challenges (liquidity)).	The subject has a good record, the amount may appear high in relation to normal transactions on the account. (Bank code: C)	3	
3	Qualification and Experience			40
3.1	Certified copies of Identification Document, Driver's license and qualification in the security industry of the bidders appointed Site Manager <i>(Attach certified copies of Site Manager's qualifications)</i>	Identity Document, Drivers Licence, Grade A/B, Matric or Grade 12 and Post Matric qualification in Security	10	
		Identity Document, Drivers Licence, Grade A/B and Matric or Grade 12	6	
		Identity Document, Drivers Licence, Grade A/B	2	
		Non-submission	0	
3.2	Site Manager's experience in the security industry. <i>(Submit Curriculum Vitae indicating Site Manager's experience in the security industry in terms of a site management role)</i>	Seven (7) or more years' relevant experience	10	
		Five (5) to six (6) years' relevant experience	7	
		Three (3) to four (4) years' relevant experience	5	
		One (1) to two (2) years' relevant experience	2	
		Less than one (1) year relevant experience	1	
		Non-submission	0	
3.3	Certified copies of identity documents, driver's license, fire-arm competency and relevant qualifications in the security industry of the bidders appointed supervisors. <i>(Attach certified copies of at least three supervisor qualifications)</i>	Identity Document, Drivers Licence, Grade A/B, Matric or Grade 12, fire-arm competency and Post Matric qualification in Security	10	
		Identity Document, Drivers Licence, Grade A/B and Matric or Grade 12 and fire-arm competency.	6	
		Identity Document, Drivers Licence, Grade A/B and fire-arm competency	2	
		Non-submission	0	
3.4	Supervisory experience in the security industry. <i>(Submit Curriculum Vitae of at least three supervisors indicating their experience in security industry in terms of a supervisory role)</i>	Seven or more years' relevant experience	10	
		Five (5) to six (6) years' relevant experience	7	
		Three (3) to four (4) years' relevant experience	5	
		One (1) to two (2) years' relevant experience	2	
		Less than one (1) year relevant experience	1	
		Non-submission	0	
4	Training and Skills Development Plan			15
	Provide a detailed training and skills development plan with time frames that cover:	Training and skills development plan with time frames that covers code of conduct and new procedures of PSIRA, access control, procedures, and record keeping and in-depth knowledge on security services	15	

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria		Weight
	<ul style="list-style-type: none"> Code of conduct and new procedures of PSIRA. Access control procedures. Record keeping procedures, and In-depth knowledge on security services. 	Training and skills development plan with time frames that covers code of conduct and new procedures of PSIRA, procedures and record keeping and in-depth knowledge on security services	11	
		Training and skills development plan with time frames that covers code of conduct and in-depth knowledge on security services	7	
		Training and skills development plan that covers in-depth knowledge on security services	3	
		No submission of training and skills development plan	0	
Total				100

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

Phase 2: Site inspection

- a) The physical inspection will be limited to bidders who pass the minimum threshold on functionality for security guarding services.
- b) Site inspection will be conducted to confirm representations made in the bid document.
- c) Bidders that do not comply to **ALL** site inspection equipment requirements in the checklist below will be disqualified.

The following will be used for infrastructure and equipment verification during site inspection:

INFRASTRUCTURE AND EQUIPMENT VERIFICATION CHECKLIST			
No	Criteria		
1	Office Infrastructure	YES	NO
	a) Existing Service Provider's office structure.		
	b) Office equipment (i.e. computers, printers, cabinets, etc.).		
	c) Office staff.		
2	Control Room	YES	NO
	a) The control room's ability to contact the various guards at the facilities they are guarding.		
	b) The guards' ability to contact the control room and South African Police Services if required.		
	c) Power supply: Two sources of power supply, preferred supply, (e.g. electricity) and an alternative ready for use.		
	d) Communication, i.e. telephones, with alternative backup communication system dedicated as alternative and independent from the initial service.		
	e) Base radio/alternative onsite security communication: receiver and transmitter (to be tested).		
3	Security Equipment	YES	NO

	Security equipment must be presented to officials on the day of the inspection:		
	(a) Combat uniform (branded).		
	(b) Corporate uniform (branded).		
	(c) Raincoats.		
	(d) Torches, occurrence books, pocketbooks, baton sticks, hand-held metal detectors, breathalyser tests and hand cuffs/suitable cable ties.		
	(e) Valid company PSIRA certificates (Guarding services).		
	(f) Valid employees PSIRA certificates (Guarding services).		
	(g) Guard monitoring system.		
	(h) Branded security vehicles and vehicle registration certificate (NATIS).		

Stage 2: Specific Goals

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.

12. General terms

All documents submitted in the response to this Request for Tender (RFT) must be written in English.

Security Service Providers shall not assume that information and/or documents supplied to the SANBI at any time prior to this RFT are still available or that they will be considered and shall not make any reference to such information and/or documentation in their response to the RFT.

Each tender shall be valid for a period of three months calculated from the closing date of this tender. The appointment of a successful Service Provider shall be subject to all parties agreeing to mutually acceptable contractual Terms and Conditions. In the event of all parties failing to reach an agreement within 30 days from the appointment date, SANBI reserves the right and shall be entitled to appoint the second contractor or to re-advertise should the second tenderer not be acceptable.

SANBI has the right:

- To verify any information supplied in the tender documents.
- Not to appoint any Service Provider.
- To cancel or withdraw this RFT at any time without attracting any penalties or liabilities.
- To appoint one or more Service Providers, depending on the outcome, to separately or jointly be responsible for the provision of security services on the campus.
- To have the final say in the appointment and that this will be binding.
- To disqualify a tender or cancel any subsequent contracts should it be found that information disclosed was factually inaccurate and/or that a misrepresentation of facts may have occurred.
- To know the minimum wages paid to security personnel by the Service Provider (should be in line with sectorial determination prescribed).

13. Safety, health, and environmental requirements

Service Providers are required to comply with all acts, regulations and standards relating to Safety, Health and Environment (SHE).

All Service Providers entering into a contract with the South African National Biodiversity Institute (SANBI) shall, as a minimum, comply with the following requirements:

- The Occupational Health & Safety Act (OHSA) (Act 85 of 1993) and its Regulations: **A current, up-to-date copy of the Occupational Health and Safety Act as well as Safety, Health and Environment file for the company shall be always available on site.** The Health and Safety file will become SANBI property at the end of the contract.
- The Service Provider's staff will be expected to attend induction training including being familiar with the part of the Garden they are stationed in, and evacuation procedures within the first week before commencing any work (a signed register of such induction must be available in the SHE files and be available to the internal and external auditors and SHE representatives of SANBI on request).
- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996): The Service Providers will be required to submit a letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases. The letter should be issued by the Department of Labour. **A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be always available on site.**
- National Environmental Management Act (Act No. 107 of 1998).
- Waste Act (Act 59 of 2008).

The Service Provider shall:

- Create and maintain a safe and healthy work environment for its own staff and those of SANBI.
- Execute the work in a manner that complies with all the requirements of OHASA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring. Should an incident occur, report this to SANBI within 24 hours and explain the remedial processes put in place.
- Provide all related working equipment such as protective clothing, harnessing, 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:
 - a. Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
 - b. Contravention Notice: rectify contravention within given time.
 - c. Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

14. Submission of tender

In respect of Bids that includes Functionality as a Criterion for Evaluation (Issued 3 September 2010), the two-envelope system will be used for this bid.

Service Providers are to submit (1) printed document with pricing included in an envelope, marked '**ORIGINAL**', including a copy of the document without pricing as a PDF file on a memory stick. Failure to submit in the prescribed manner WILL lead to the bid being disqualified. The Service Provider is to ensure that the provided USB includes the proposal, is readable and not corrupt. Failure to comply will lead to the bid being considered non-responsive.

NB:

- **Financial or pricing details (Annexure D) should ONLY be included in the printed document marked 'ORIGINAL', and not in the PDF file of the document on the non-returnable memory stick.**

- **Failure to submit one printed document with pricing in one envelope, and a PDF document without pricing on the non-returnable memory stick will lead to your bid being disqualified.**

Tenders can be submitted in the Tender Box located in the Biodiversity Building at the Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria during office hours (08:00 – 16:00). Tenders may also be submitted by post addressed to:

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

Tender Number: SANBI: G534/2024

NB: All documents must be clearly labelled.

Closing date for submissions: 14 February 2025 at 11:00 am.

Note: E-mailed and faxed submissions will not be accepted. Late submissions will be disqualified.

ANNEXURE A. SPECIAL CONDITIONS OF CONTRACT

1. SPECIAL CONDITIONS OF CONTRACT

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which SANBI is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to SANBI together with its bid, duly signed by an authorised representative of the bidder.

2. SERVICE LEVEL AGREEMENT

- 1.1. Upon award SANBI and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by SANBI, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 1.2. SANBI reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 1.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 1.4. SANBI reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SANBI or pose a risk to the organisation.

3. SPECIAL CONDITIONS OF THIS BID

SANBI reserves the right:

- 1.5. 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)
- 1.6. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 1.7. To accept part of a tender rather than the whole tender.
- 1.8. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

- 1.9. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 1.10. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 1.11. Award to multiple bidders based either on size or geographic considerations.

4. SANBI REQUIRES BIDDER(S) TO DECLARE

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

- 1.12. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SANBI ;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat SANBI fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SANBI;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of SANBI as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from SANBI will not be used or disclosed unless the written consent of the client has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 1.13. SANBI reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SANBI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SANBI's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 1.14. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SANBI relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 1.15. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SANBI against the bidder notwithstanding the conclusion of the Service Level Agreement between SANBI and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

7. PREPARATION COSTS

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

8. INDEMNITY

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

9. PRECEDENCE

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

10. LIMITATION OF LIABILITY

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

11. TAX COMPLIANCE

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

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

13. GOVERNING LAW

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

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

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

15. CONFIDENTIALITY

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

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

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

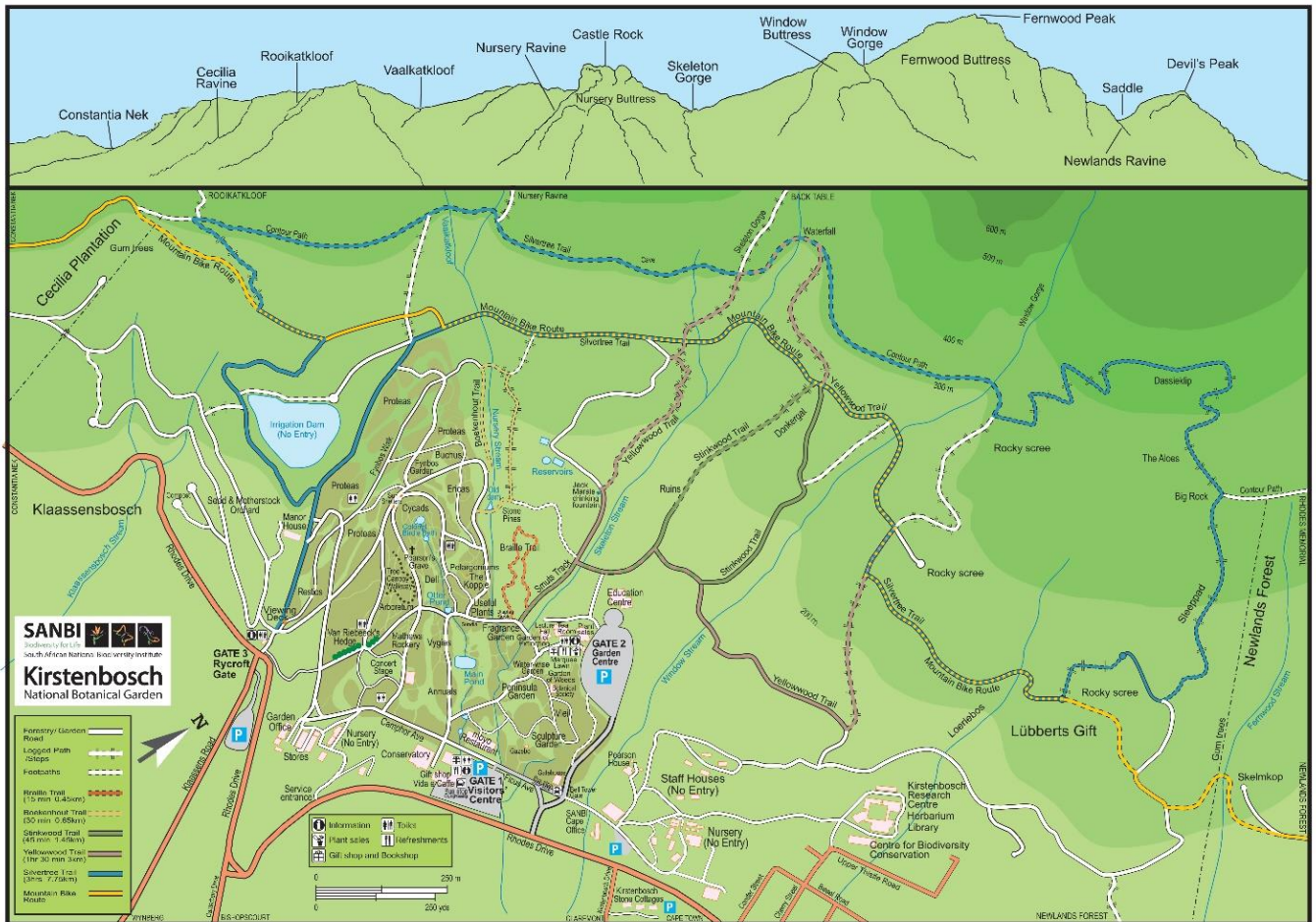
16. SANBI PROPRIETARY INFORMATION

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

17. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**G534/2024**), the SANBI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

ANNEXURE B. KIRSTENBOSCH NATIONAL BOTANICAL GARDEN MAP



NB: Kindly note that an inspection of the premises will be conducted during the compulsory site briefing session.

ANNEXURE C. SUMMARY OF GARDEN RULES AND NEMPAA REGULATIONS

- No dogs or other pets are allowed in the garden except for guide dogs.
- No littering (bottles, plastic paper, cigarette butts). This is a bin free garden. All rubbish brought in must be taken out.
- No loud music from cars or portable devices.
- No rowdy behaviour that may disturb the peace.
- No bicycles are allowed anywhere in the cultivated part of the garden.
- No quad bikes or scramblers or any motorised vehicle on the mountain trails.
- Vandalism and defacing of walls, buildings, signage, plants (e.g. graffiti) is strictly prohibited and prosecutable.
- No damage to property, no removal of plants, seeds or any other plant material or animals etc.
- Feeding, disturbing or interference with any wild animals is strictly forbidden.
- Roller skates, skateboards or any other wheel mountain sport/play apparatus may be used in the garden.
- No bats or balls or any other playing that involves balls, bats, golf clubs, etc. is allowed anywhere in the garden
- No vehicles or people may stay overnight in the garden without management permission.
- Parking is only available at the main parking area. Cars are not allowed anywhere else in the garden and may not park at the garden office.
- No use of service access roads by the public.
- No structures or shelters may be erected in the garden.
- No use of chairs, including folding chairs, table and gazebos
- No selling of or promotion of any goods or services may take place in the garden except at the restaurant or with prior written permission from the garden management.
- The use of the garden for private functions may only take place after written agreements and permits have been obtained by the event or function organiser.
- Professional or commercial photography and videography is only allowed if prior written permission is obtained.
- Wedding photos, matric ball photos or any other professional photo/video or commercial photo/video shoots are not allowed unless prior written permission has been obtained and payment has been made in accordance with Garden policy on filming and photography.
- The use of the garden for private functions may only take place after written agreements and permits have been obtained by the event or function organiser with approval from garden management.
- No flying of drones anywhere on the Kirstenbosch campus without prior management permission.

DISCLAIMER: This is a conservation area and all plants and animals in the garden are protected. The catching and collecting of any animals, plants or seeds are strictly prohibited. You enter the Kirstenbosch NBG at your own risk and SANBI will not be responsible for any claims of any nature whatsoever for loss, damage of property or injury sustained on its premises by any persons or damage to or loss or property from any cause whatsoever. Right of admission is reserved.

ANNEXURE D. PRICING SCHEDULE

(NB: This section must only be included in the pack marked “Original” and not in any of the copies).

Bidders Declaration:

I, _____ in the capacity of

representing the bidder (company name) _____ is hereby
 dually authorised to declare that:

1. The payment of security guards will take place on the following (date or day)
 _____ Monthly / Weekly and is not dependant on the payment of services by
 SANBI.
2. Pricing is fully inclusive of all required services, with associated salaries, items, equipment, vehicles, and
 functions required to provide an effective security service to SANBI.
3. Accept that any omission of any pricing related to providing an effective security service by the bidder of
 will not be accepted once the RFT has closed.

Name: (printed): _____

Capacity:

Signature: _____

Date:

Bidders: Witness

Name: (printed): _____

Signature: _____

Date:

Table D1: Pricing schedule for year 1

	Grade C Night security (including relief security guard*)	Grade C Day security (including relief security guard*)
(A): BASIC COSTS PER MONTH		
Basic monthly salary	R	R
Provident fund (Monthly)	R	R
Statutory annual bonus (Monthly)	R	R
UIF (Monthly)	R	R
COVID/WCA (Monthly)	R	R
SUB TOTALS PER MONTH (SUM OF ABOVE) (A)	R	R
(B): OTHER DIRECT COSTS AS PER PSIRA SECTORAL DETERMINATION PER MONTH		
Sunday pay premium	R	R
Public holiday premium	R	R
Leave provision	R	R
Sick pay	R	R
Night shift allowance	R	R
Study leave	R	R
Family responsibility leave	R	R
PSIRA "Per SO" fees	R	R
Premium allowance	R	R
Sets of uniform	R	R
Hospital cover	R	R
Bargaining Council levy	R	R
Long service bonus (5 years average)	R	R
Training (Skill Development Levy)	R	R
Cleaning allowance	R	R
TOTAL COSTS PER MONTH PER SECURITY GUARD EXCLUDING VAT (A+B)	R	R
	X 12 MONTHS	X 12 MONTHS
TOTAL ANNUAL COSTS EXCLUDING VAT	R	R

*Pricing will be fixed. The pricing schedule must comply with the Private Security Industry Regulatory Authority guidelines.

*Relief Security guard is a permanent employee.

Table D2: Required Security Equipment

Items or equipment	Quantity
a) Cell phone (Smartphone) with airtime and data	1
b) Two-way Radio(s) Specify	
- Two-way Radios (base radio)	1
or / and	or / and
- Two-way Radios (handheld) / Push To Talk (PTT) unit	10
Other Equipment	
GPS or clocking tags	19
Panic button	11
Rechargeable torches	5
Taser/shock sticks	11
Pepper sprays	11
Handcuffs	7
Notebooks & pens	11
Breathalyser test	2

NB: The pricing for the required security equipment must be incorporated into the bidder's overhead costs as part of the total contractual cost, as no separate payment will be made for the equipment.

Table D3: Total costs to SANBI

	Total costs for one year
<i>3 x Grade C Night Security Guard (times dependent on seasons). VAT</i>	R
<i>8 x Grade C Day Security guard. (times dependent on seasons). Total annual cost excluding VAT</i>	R
<i>Equipment (from list above) excluding VAT (Refer to Table D1)</i>	R
<i>*overheads costs excluding VAT</i>	R
<i>VAT</i>	R
<i>Total costs including VAT</i>	R

*Overhead costs must be broken down as prescribed by PSIRA which must include supervision of work and required security equipment's by the service provider and other overhead costs which are important according to PSIRA.

Not to be included in total quote, but for information only:

Table D4: Ad hoc guards costing per 12-hour shift.

<i>Grade</i>	<i>Year 1 daily rate including VAT</i>
<i>Grade C Night Shift</i>	<i>R</i>
<i>Grade C Day Shift</i>	<i>R</i>

Table D5: Consolidated overall contract value

<i>Total costs including VAT (Kirstenbosch)</i>	<i>R</i>
Overall contract value (Kirstenbosch)	R

ANNEXURE E. REFERENCE DOCUMENTS

Company information and profile:

- i. Company profile:
 - a. Number of years providing security services as a registered member of PSIRA?
 - b. What security service is the company registered for at PSIRA?
 - c. What services does the company currently provide their clients?
 - d. Company hierarchy structure.

Track Record

- ii. List of clients comprising of:
 - a. Company Name.
 - b. Contact person.
 - c. Telephone number.
 - d. Services provided.
 - e. Total value of contract over what period.
- iii. Signed reference letter must be on a letterhead of the client and must include the following:
 - a. Company name.
 - b. Contact person.
 - c. Telephone number.
 - d. Contract duration.
 - e. Total value of contract for specified duration.
 - f. Performance evaluation and comments relating to each specific type of that was or is provided.
 - g. Supporting document of evidence (official purchase order(s), appointment letters or service level agreements).

Supervision and security personnel qualification and experience:

- iv. A 3-page CVs with supporting evidence of owner / project manager, supervisors, and security guards to be used in this contract.
 - a. Personal information (name, RSA identity number, gender, contact details)
 - b. PSIRA registration number.
 - c. Accredited security qualifications.
 - d. Employment history for the past 5 years (dates, company, contract details, position).
 - e. Security related work experience.
 - f. Certified supporting documents (ID, PSIRA membership card (valid) and security related certificates)

ANNEXURE F. SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement – Technical aspects.

TECHNICAL	FREQUENCY	ACTION
1. Guards to report on duty 15 minutes before shift starts.	Daily	Service Provider
2. Handing over procedures to be followed at the start and end of the shift and recorded and signed off by both SANBI and security guard.	Start and end of each shift.	Service Provider and SANBI
3. Nights guards are to patrol the entire campus area according to the clock points on an hourly basis after the closure of the entrance gates in the evenings.	Nightly, throughout night	Service Provider
4. Any security breach (including alarms) to be recorded using red pen in the OB.	Always	Service Provider
5. Any and all alarms are to be signed off by the shift supervisor, when they occur.	Always	Service Provider
6. Security threats, alarms including false alarms are to be investigated and reported to the Kirstenbosch Garden Manager immediately when the event occurs.	Always	Service Provider
7. The malfunction of remote control, radio and/or gate be reported to Kirstenbosch Garden Manager for approval and immediate repair/replacement.	Always	Service Provider/SANBI
8. Security Supervisor vehicle patrols – one (1) mid-day patrol and two (2) night-time patrols.	Daily	Service Provider

Service Level Agreement – Administrative aspects.

ADMINISTRATION	FREQUENCY	RESPONSIBILITY
9. Submission of the night OB book to Security Officer.	Daily before 10:00	Service Provider
10. Submission of daily patrol reports.	Daily before 10:00	Service Provider
11. Submission of monthly invoice and statement, after the completion of a month's service.	The 1 st working day of each new month. Per contractual requirements	Service Provider
12. Monthly meeting with Estate Manager and the Security Service Provider Site Supervisor.	1 st Monday of each month	Service Provider and SANBI
13. SLA compliance meetings with the Kirstenbosch Garden Manager, Estate Manager and Safety and Compliance Officer and Supervisors and Directors of the security company.	Quarterly	Service Provider and SANBI
14. Investigation reports.	Five (5) days after the incident	Service Provider

ANNEXURE G. NON-COMPLIANCE AND MITIGATION MEASURES

Table G1: Non-compliance and mitigation measures

Item	Non-compliance	1 st Offence	2 nd Offence	3 rd Offence	Outcomes
1	Guards not posted on duty as agreed	A. Replacement made within one (1) hour. B. If replacement is not done within one (1) hour – the service provider would not be paid for the whole shift. C. Verbal notice (confirmed in writing)	A. Replacement made within one (1) hour. B. If replacement is not done within one (1) hour – the service provider would not be paid for the whole shift. C. Meeting with the Kirstenbosch Garden Manager D. Written Executive Director notice of non-compliance	A. A final written notice of non-compliance B. If replacement is not done within one (1) hour – the service provider would not be paid for the whole shift C. Meeting with the Kirstenbosch Garden Manager	Depending on the severity of the case, a contract may be terminated even if it is the first offence. Apart from warning and penalties, the service provider must rectify the deficiency within a day of notification.
2	Guards intoxicated or under the influence of alcohol/drugs	A. Service provider must replace the security guard within one (1) hour. B. If not able to replace within one (1) hour – no payment for the whole shift	A. Service provider must replace the security guard within an hour. B. If not able to replace within one hour – no payment for the whole shift	A. Service provider must replace the security guard within one (1) hour. B. If not able to replace within one (1) hour – no payment for the whole shift	If this practice continues, the Kirstenbosch Garden Manager will call a meeting with the security service provider and final written notice of failure to manage own employees will be issued.



3	Refusal to comply with lawful instructions	A. A written notice for non-compliance and rectification within agreed timeframe	<p>A. Service provider must remove the guard immediately and replace him/her within one (1) hour.</p> <p>B. If not able to replace will constitute no payment for the entire shift</p>	<p>A. Service provider must remove the guard immediately and replace him/her within one (1) hour.</p> <p>B. If not able to replace will constitute no payment for the entire shift</p>	If this practice continues, the Kirstenbosch Garden Manager must call for a meeting with the security service provider owners.
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Item	Non- compliance	1st Offence	2nd Offence	3rd Offence	Outcomes
4	Negligence in the performance of security duties or breach of security	A. Service provider must replace the guard immediately	A. A written notice for non-compliance and rectification within agreed timeframe	A. Remove the guard from the site and final written notice.	If this practice continues, the Kirstenbosch Garden Manager will call for a meeting with the security service provider.
5	Guard(s) unable to carry out duties effectively	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the service provider will be held liable for replacement or repairs	A. Non-compliance letter will be issued to the service provider.	A. Kirstenbosch Garden Manager must call for a meeting with the security service provider to address non-compliance	The security service provider must rectify the deficiency within one (1) day of notification.
6	Damage to SANBI property or staff or guest's property.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. D. If there is evidence of negligence, the service provider will be held liable for replacement or repairs	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is any evidence of negligence, the service provider will be held liable for replacement or repairs	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the service provider will be held liable for replacement or repairs and the contract may be terminated.	The liability will be determined by the outcome of the internal investigation and will be reported to SANBI Chief Director.

Item	Non-compliance	1 st Offence	2 nd Offence	3 rd Offence	Outcomes
7	Loss of SANBI property or theft of SANBI or Staff or guest's property	A. The service provider will be liable for replacement within two (2) days.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the service provider will be held liable for replacement or repairs	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the service provider will be held liable for replacement or repairs	The liability will be determined by the outcome of the internal investigation.
8	Non-compliance with regards to patrol clocking.	A. Failure to clock must be recorded in the pocketbook and in the OB and giving reasons	A. Missing more than five (5) clocking times per night shift will lead to non-payment of that security guard shift	A. Should there be a breakage or burglary and there were no clocking or clocking discrepancies, the service provider will be liable for repairs and the replacement of lost items	The service provider will be liable for repairs and replacement.
9	Vandalism of patrolling clocking points	A. A written notice of non-compliance	A. The service provider will be liable for replacement within two (2) days	A. The service provider will be liable for replacement within two (2) days	The security service provider will be liable for replacement within two (2) days.
10	Breach of contract	A. A first written notice of non-compliance	A. Second written notice of non-compliance	A. A final written notice of non-compliance if no change after the final written warning a contract will be terminated in line with the termination clause of the contract.	The contract of the security service provider will be terminated.

Table G2: Non-performance penalties

The bidder must take note of the under listed penalties which will be imposed should ineffective services be rendered during the contract period.

The bidder must also take note that if the transgression(s) are of such nature that severity of the incident and/or non-compliance is detrimental to the organisation, or any losses occurred due to the actions or non-compliances the SANBI reserves the right to start legal procedures to recover such losses.

ITEM	SECURITY PENALTIES		
	Prescribe penalties for Security Personnel	Prescribe penalties for the Service Provider	Frequency
Security guarding services			
Security Officer is on duty without pocketbook and a pen.	R50,00	R150,00	Per incident
Security Officer not registered with PSIRA.	R0,00	R2000,00	Per incident
Security Officer is on duty without PSIRA Identity Card or company name tag.	R50,00	R150,00	Per incident
Security Officer leaving post un-attended <i>(based on outcome of the investigation)</i> .	R500,00	R1500,00	Per incident
Security Officer stealing from the client, officials or any other person on SANBI premises.	Dismissal	R2000,00	Per incident
Abuse of client resources/facilities. E.g. Official landline phone.	R500,00	R1500,00	Per incident
Security Officer conducting patrols whilst carrying a private firearm whilst on duty.	Dismissal	R1500,00	Per incident
Late posting of security officers.	R0,00	R150,00	Per incident
Security Officer absent from duty and/or not deployed.	R0,00	R1500	Per incident

ITEM	SECURITY PENALTIES		
	Prescribe penalties for Security Personnel	Prescribe penalties for the Service Provider	Frequency
Communication on private cell phone by a security officer whilst assisting the customer.	R100,00	R0.00	Per incident
Failure to update the pocketbook as required.	R50,00	R0.00	Per incident
There is no base/PTT radio on site where required or such radio is not in a working condition (based on outcome of the investigation) .	R0,00	R150,00	Per incident
Security Officer wearing earphones/headset whilst on duty.	R150,00	R0.00	Per incident
Late submission of any required information or documentation as per agreement and specified by the organisation.	R0,00	R200,00	Per incident
Misconduct towards the clients and officials (based on outcome of the investigation) .	R500,00	R500,00	Per incident
Late submission of incident and/or progress report or statement as specified without valid reason.	R0,00	R300,00	Per incident
Lack of site visit by the Supervisor/Operational Manager as per agreement.	R0,00	R500,00	Per incident
Non-attendance of monthly or quarterly meetings by the Service Provider without a valid reason.	R0,00	R500	Per incident
Security Officer found sleeping on duty.	R500,00	R1500,00	Per incident
Security Officer failing to report an incident as soon as it happened.	R500,00	R1500,00	Per incident
Security guardroom(s) and surrounding area are not clean and in disarray.	R50,00	R150,00	Per incident
Security Officer found to be under the influence of alcohol or drugs (based on outcome of the investigation) .	Dismissal	R500,00	Per incident

ITEM	SECURITY PENALTIES		
	Prescribe penalties for Security Personnel	Prescribe penalties for the Service Provider	Frequency
Non-compliance with the organisational security Standard Operating Procedures (SOP's).	R150,00	R300,00	Per incident
There is no cell phone on site where required or a cell phone has no airtime/data or is not working.	R0,00	R150,00	Per incident
Security Officer is without handheld metal detector, handcuffs, firearm, or bulletproof vest where required.	R50,00	R150,00	Per incident
Service Officer is without a complete/full uniform.	R50,00	R150,00	Per incident
Site security personnel failed to respond to an alarm activation (based on outcome of the investigation).	R100,00	R0,00	Per incident
Security Officer compromising site security by his conduct/behaviour or bringing the service into disrepute.	R1000,00	R0,00	Per incident
Service provider bringing the service recipient name into disrepute by its conduct/behaviour.	R0,00	R2500,00	Per incident
Guard monitoring systems			
Guard monitoring/clocking systems reported faulty and service provider takes longer than two days to attend to the problem.	R0.00	R 50.00	Per incident
No communication between guard monitoring system and feedback to the Garden Manager for longer than two days after been reported.	R0.00	R 50.00	Per incident
Visitor management system			
Visitor management system crashes and data is not recovered.	R0.00	R1500.00	Per incident
Visitor management system malfunctions and recovery period is more than 48 hours.	R0.00	R250.00	Per day per incident
No functioning standby scanner.	R0.00	R100.00	Per day Per incident

NB: All issued and agreed penalties must be consolidated and paid to SANBI on a quarterly basis or before month end of the contract.