

**PART A  
 INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (South African National Biodiversity Institute)</b>					
BID NUMBER:	SANBI: G533/2024	CLOSING DATE:	13 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 THE KWELERA NATIONAL BOTANICAL GARDEN FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
Biodiversity Centre Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria Pretoria					
<b>A compulsory briefing session will be conducted at the time and date given as follows:</b>					
Date: 30 January 2025					
Time: 11H00 AM					
Venue: Kwelera River Mouth, Kwelera Road, East London					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:sanbi.tenders@sanbi.org.za">sanbi.tenders@sanbi.org.za</a>		E-MAIL ADDRESS	<a href="mailto:D.Mokoena@sanbi.org.za">D.Mokoena@sanbi.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
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 ]
---	--	--	---

**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**

<b>1. BID SUBMISSION:</b>
<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<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: <b>SANBI: G533/2024</b>
Closing Time 11:00	Closing date: <b>13 February 2025</b>

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

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

**\*\* (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

\*Delete if not applicable

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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:  
 .....  
 .....

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

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

<sup>2</sup> 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.

.....  
 Position

.....  
 Name of bidder

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....





**REQUEST FOR TENDER**

**FOR THE**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWELERA NATIONAL BOTANICAL GARDEN FOR A PERIOD OF THREE (3) YEARS**

**PHYSICAL ADDRESS:**

The South African National Biodiversity Institute (SANBI)  
Pretoria National Botanical Garden  
2 Cussonia Avenue  
Brummeria  
Pretoria

**POSTAL ADDRESS:**

The South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

**TENDER NO. SANBI: G533/2024**

**TABLE OF CONTENTS**

1.	Introduction.....	16
2.	Invitation to tender .....	16
3.	Scope of work.....	17
4.	Compulsory site briefing session.....	24
5.	Documents required.....	25
6.	Preparation of Proposal .....	26
7.	Tender documentation availability.....	26
8.	Contract period .....	26

9.	Pricing.....	26
10.	Compliance reports and meetings.....	26
11.	Evaluation criteria .....	26
12.	General terms.....	31
13.	Safety, health and environmental requirements .....	31
14.	Submission of tender .....	32
	ANNEXURE A. SPECIAL CONDITIONS OF CONTRACT.....	34
	ANNEXURE B. KWELERA NATIONAL BOTANICAL GARDEN MAP .....	39
	ANNEXURE C. SUMMARY OF KWELERA NBG RULES .....	39
	ANNEXURE D. PRICING SCHEDULE .....	40
	ANNEXURE E. REFERENCE DOCUMENTS.....	44
	ANNEXURE F. SERVICE LEVEL AGREEMENT (SLA) .....	45
	ANNEXURE G. NON-COMPLIANCE AND MITIGATION MEASURES.....	47

## 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 Kwelera National Botanical Garden (NBG) in East London. Bidders from PSIRA registered security companies are hereby invited to submit their bids to provide the required security guarding services to the Kwelera NBG for a period of three (3) years.

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, 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 entrance.
- Loitering by homeless persons.
- 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 Kwelera NBG for a period of three (3) years.

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](mailto:sanbi.tenders@sanbi.org.za)

### 3. Scope of work

Kwelera NBG requires a security Service Provider to render security guarding services through providing guards, access and exit control, monitoring and reaction to unauthorised entry via the perimeter fence, as well as securing of buildings and the premises in emergency situations. The main scope of the provision of security services to Kwelera NBG is focused on guarding the premises, patrolling the whole 10 hectares of land including the forest area and buildings, and opening the gate for SANBI staff. Although the emphasis will be on this, the more remote areas of the forest must not be ignored.

The Service Provider's guards will be expected to work closely with other security and law enforcement services/agencies e.g. Neighbourhood Watch, Community Police Forums, South African Police Services, current armed response services, etc. and co-operate with the Kwelera NBG Emergency Coordinator, security officers and the Fire Services, should a fire be detected anywhere on the premises.

The Service Provider is required to provide guarding services 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 meetings held in the garden, often after normal operating hours. This will be arranged separately to the standard contract, but an indication must be given to the availability of such *ad hoc* guards and the notice period for obtaining this additional service. The 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 **Kwelera 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 supervisors, guards and management. 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 Security operation management excellence

The following are the expected outcomes and deliverables under this contract:

- A) Provide guarding services where all shifts are 12 hours shifts from 06:00 to 18:00 and 18:00 for 06:00 within a 24-hour period. The one shift will take over from the next shift at any specific station to ensure continued surveillance/control.
- B) Provide support service to deployed guards including monitoring/tracking systems of guards.
- C) Provide and manage the vehicle control/visitors management system at the main entrance.
- D) Provide protection of personnel, the public, plants, animals and property.
- E) Respond to any security related risk and emergency.
- F) Form part of the gardens emergency response team (ERT) responding to any emergency.
- G) Provide written records of incidents, security threats/risks (Occurrence Book) and security reports.

### 3.3 Access control

The guards at the access control gate must:

- Ensure and maintain proper control of access onto the premises at all times.
- 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.
- The vehicles entering and exiting the garden are registered.
- A guard remains visible at the entrance gate in between patrols and, where necessary, provides reactive support to SANBI in cases of suspicious or unacceptable visitor behaviour.

Guards will be required to enforce the gardens internal rules and the Municipal by-laws as indicated in **Annexure C**. This includes:

- Providing directions to the features in the garden or referring visitors to the SANBI personnel who may be able to assist.
- Providing assistance to SANBI management on site as it may pertain to enforcement of by-laws, security or emergency procedures.
- Not allowing balls, pets, such as dogs, 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 or musical instruments.
- Not allowing fires or braais, or equipment to make fires such as gas bottles firewood etc. at non-designated areas.
- 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 park at non-designated parking areas.
- Ensuring that all visitors have either paid entrance fees, paid for photography permits or have otherwise been authorised to gain free access through internal procedures.
- Checking visitors against guest lists for pre-booked functions, as provided, both during and after hours.
- Allowing, disallowing, or removing visitors (as the case may be) as instructed by the SANBI management.

### 3.4 Security requirements

The following table provides security staff requirements.

<b>CENTRE: Kwelera National Botanical Garden</b>
--

Duty point	Grade	Number of guards	Job purpose	Job requirements	Other security aids
Main Gate Entrance	Grade C (Unarmed Security Guard)	2 x security guards  (1 x day shift and 1 x night shift)  7 days/week	<ul style="list-style-type: none"> <li>• Welcome employees, visitors and contractors accessing the premises through this entrance.</li> <li>• Monitor access control and search vehicles when entering and exit the premises.</li> <li>• Assist in emergency response.</li> <li>• Access control for all SANBI staff, and visitors' vehicles including the and visitors that are pedestrians.</li> <li>• Guide visitors and clients effectively and efficiently to the desired location.</li> <li>• Operate access gates and keep them closed at all times.</li> <li>• Control the number of cars in the parking areas.</li> <li>• Ensure that visitors do not park and stay in their cars for more than fifteen (15) minutes, politely confront them for security reasons.</li> <li>• Monitor illegal entry into the premises.</li> </ul>	<ul style="list-style-type: none"> <li>• No criminal offence</li> <li>• South African</li> <li>• Grade 12</li> <li>• Valid PSIRA Grade C</li> <li>• Positive security clearance</li> <li>• Proficient in English</li> <li>• Service excellence</li> <li>• Must have at least three (3) years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• Two-way radio or PTT communication</li> <li>• Torch</li> <li>• Pocket book</li> <li>• Pen (black &amp; red)</li> <li>• Occurrence book</li> <li>• Hand cuffs</li> <li>• Baton sticks</li> <li>• Name tag</li> <li>• Electronic guard monitoring/clocking system</li> <li>• Unarmed guards</li> <li>• Taser and/or pepper spray with the knowledge on how to use them</li> </ul>

			<ul style="list-style-type: none"> <li>• Provide visitors/public with relevant garden information.</li> <li>• Verify incoming and outgoing visitors.</li> <li>• Check validity of suspicious visitors' tickets</li> <li>• Play major role to ensure safety and security of staff, visitors, information and assets.</li> <li>• Enforce the garden by-laws by restricting any unauthorised items into the garden.</li> <li>• Be a liaison between standby staff, cleaners, office staff, tenants and visitors etc.</li> <li>• Report any irregularities or suspicious movements to the supervisor.</li> <li>• Respond to emergencies and inform supervisor immediately.</li> <li>• Perform any other security related duties</li> </ul>		
Garden patrol	Grade C	2 x security guard  (1 x day shift and 1 x night shift)	<ul style="list-style-type: none"> <li>• Patrol all buildings, nurseries and boundary fence to ensure safety and security at night and during the day and update the OB.</li> <li>• Play major role to ensure safety and security of staff,</li> </ul>	<ul style="list-style-type: none"> <li>• No criminal offence</li> <li>• South African</li> <li>• Grade 12</li> <li>• Valid PSIRA Grade C</li> <li>• Positive security clearance</li> <li>• Proficient in English</li> </ul>	<ul style="list-style-type: none"> <li>• Two-way radio or PTT communication</li> <li>• Torch</li> <li>• Pocket book</li> <li>• Pen (black &amp; red)</li> <li>• Occurrence book</li> <li>• Hand cuffs</li> </ul>

		7 days/week	visitors, information and assets. <ul style="list-style-type: none"> <li>• Enforce the garden's by-laws by restricting any unauthorised items into the garden.</li> <li>• Be a liaison between standby staff, cleaners, office staff, tenants and visitors etc</li> <li>• Report any irregularities or suspicious movements to the supervisor.</li> <li>• Respond to emergencies and inform supervisor immediately</li> <li>• Remove all snares found during patrols.</li> <li>• Monitor illegal entry into the premises.</li> <li>• Monitor the parking areas for criminal or suspicious activities especially after hours.</li> </ul>	<ul style="list-style-type: none"> <li>• Service excellence</li> <li>• Must have at least three (3) years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• Baton sticks</li> <li>• Name tag</li> <li>• Electronic guard monitoring/clocking system</li> <li>• Unarmed guards</li> <li>• Taser and/or pepper spray with the knowledge on how to use them</li> </ul>
--	--	-------------	---	--	--

The number of security guards may be reviewed as and when required. This will be communicated to the Service Provider in order 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 as requested.

### 3.5 Clocking points

Ten (10) guard monitoring/clocking points at the Kwelera NBG, situated at strategic locations on the premises of the campus, will have to be established and an electronic mechanism installed for monitoring guard's movement.

### **3.6 Language proficiency**

All guards, including the gate personnel, must be proficient in English and at least one other official language. Due to the nature of SANBI's 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.
- 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.
- Panic buttons where required.
- Two-way radios, Push-to-Talk (PTT) devices and registered on frequencies.
- Professional looking security guards with protection equipment and/or security uniform for guards that is weather appropriate.
- Ongoing training and certification where relevant.
- Smart phone and subscription (capable of working e-mails and WhatsApp), where necessary.
- Ensuring that the Service Level Agreement (SLA) conditions are complied with by adhering to the performance standards required (specifications for service provider performance management).
- 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 following:**

- Provision, upkeep and maintenance of the guard houses and toilet facility.
- 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 details of SANBI weekend duty and standby staff.
- Provision of operational procedures and requirements.
- Provision of regular refresher communication and/or induction on Kwelera NBG operations where necessary.

**4. Compulsory site briefing session**

A compulsory site briefing session will take place on **30 January 2024 from 11:00** at **Kwelera River Mouth, Kwelera Road, East London**. Bidders are advised that the compulsory briefing session will start strictly 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](http://www.sanbi.org).

- For bidding procedure enquiries: [sanbi.tenders@sanbi.org.za](mailto: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](mailto:D.Mokoena@sanbi.org.za)  
 Ms. Nomama Mei (Garden Manager – Kwelera National Botanical Garden), e-mail address: [N.Mei@sanbi.org.za](mailto:N.Mei@sanbi.org.za)



**NB: The deadline for submission of enquiries is 12:00 on 06 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 **Eastern Cape** province for security guarding services. The bidder must submit documentary proof of address from a third (3<sup>rd</sup>) 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.). A compulsory site inspection will also be conducted at the potential bidders' offices located in the Eastern Cape province.
- f) **Fee/cost structure as for 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) The signed compulsory site briefing session certificate.

### 5.2. Other documents required

Each tender document should also include the following documentation. Failure to include these documents in the electronic copy delivered on the USB 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, 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 gardens. On site test will be done between the control room and Kwelera NBG:
    1. Using the supervisor's vehicle mobile radio from two (2) location on the Kwelera NBG 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](http://www.sanbi.org)

**8. Contract period**

A three (3) year contract will be entered into with the Service Provider and will be reviewed, based on performance, every twelve (12) months from the date of commencement.

**9. Pricing**

Based on the tender specifications outlined above, a **specific pricing breakdown** for the three (3) year contract must be provided. This includes the pricing for all the items/equipment charged in the breakdown.

Wages/salaries must meet a minimum sectorial wage determination set by PSIRA each year. As the increases are not known in advance for years two and three, bidders must include an 8% increase per year for bidding purposes only. Increases in wages and salaries will only be in accordance with the sectorial wage determination formula and must be furnished under **Annexure D**. Bids indicating wages/salary levels below the minimum levels set by PSIRA for the first year will be disqualified.

**NB: Pricing details (ANNEXURE D) should only be included in the envelope containing the printed copy.**

**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.

<b>CRITERIA FOR EVALUATING FUNCTIONALITY</b>			
<b>No</b>	<b>Criteria</b>	<b>Sub Criteria</b>	<b>Weight</b>
<b>1</b>	<b>Company Experience</b>		<b>30</b>
1.1	Bidders must demonstrate in-depth experience and expertise in the field of Security Services within Government or the Private sector, with relevant supporting documents provided.	More than nine (9) years' relevant experience.	10
		Between six (6) and nine (9) years' relevant experience.	7
		Between three (3) and six (6) years' relevant experience.	5
		Between one (1) and three (3) years' relevant experience.	2
		No submission of evidence or less than one (1) year relevant experience	0
1.2	<b>COMPANY TRACK RECORD</b>  <b>Attach the following documents:</b> <ul style="list-style-type: none"> <li>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).</li> </ul>	More than nine (9) clients	10
		Between six (6) and nine (9) clients	7
		Between three (3) and six (6) clients	5
		Between one (1) and three (3) clients	3
		No submission	0
	<b>Provide at least five traceable reference letters:</b> <ul style="list-style-type: none"> <li>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.</li> </ul> <b>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)</b>	Five (5) or more relevant reference letters including the supporting documents	10
		Four (4) relevant reference letters including the supporting documents	8
		Three (3) relevant reference letters including the supporting documents	6
		Two (2) relevant reference letters including the supporting documents	4
		One (1) relevant reference letter including the supporting document	2
		No submission	0
<b>2</b>	<b>Financial Capacity</b>		<b>15</b>

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria	Weight	
	<b>Bank ratings code</b>  Bidders must submit bank rating code letter valid for three (03) months showing the conduct of the account (Supplemented by audited financial statement showing financial capacity to implement and run the contract without foreseen cashflow challenges (liquidity)).	Undoubted for the amount of enquiry or Good for the amount of enquiry. <b>(Bank code: A)</b>	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. <b>(Bank code: B)</b>	8	
		The subject has a good record, the amount may appear high in relation to normal transactions on the account. <b>(Bank code: C)</b>	2	
<b>3</b>	<b>Qualification and Experience</b>			<b>40</b>
3.1	Site Manager's Identity Document, Driver's license and qualification in security industry  <b><i>(Attach certified copies of the Site Manager's identity document, driver's license and qualifications)</i></b>	Identity Document, driver's license, Grade A/B, Matric or Grade 12 and Post Matric qualification in Security  Identity Document, driver's license, Grade A/B and Matric or Grade 12  Non-submission	5  3  0	
3.2	Site Manager's experience in security industry.  <b><i>(Submit curriculum vitae indicating site manager's experience in security industry in terms of site management role)</i></b>	More than six (6) years' relevant experience  Between four (4) and six (6) years' relevant experience  Between three (3) and four (4) years' relevant experience  Between one (1) and three (3) years' relevant experience  Less than one (1) year relevant experience  Non-submission	5  4  3  2  1  0	
3.3	Supervisory Identity Document, driver's license and relevant qualification in security industry  <b><i>(Attach certified copies of at least three supervisor's identity documents, drivers licenses, competence certificate and qualifications)</i></b>	Identity Document, driver's licence, Grade A/B, Matric or Grade 12 and Post Matric qualification in Security  Identity Document, driver's licence, Grade A/B and Matric or Grade 12  Non-submission	5  3  0	
3.4	Supervisory experience in security industry.  <b><i>(Submit curriculum vitae of at least three supervisors indicating their experience in</i></b>	More than six (6) years' relevant experience  Between four (4) and six (6) years' relevant experience  Between three (3) and four (4) years' relevant experience	5  4  3	

<b>CRITERIA FOR EVALUATING FUNCTIONALITY</b>				
<b>No</b>	<b>Criteria</b>	<b>Sub Criteria</b>		<b>Weight</b>
	<b>security industry in terms of supervisory role)</b>	Between one (1) and three (3) years' relevant experience	2	
		Less than one (1) year relevant experience	1	
		Non-submission	0	
3.5	Security Guards Identity Document and qualification in the security industry  <b>(Attach certified copies of qualification, i.e. certificates of at least three control room operators)</b>	Identity Document, Grade C, Matric or Grade 12 and Post Matric qualification in Security	10	
		Identity Document, Grade C and Matric or Grade 12	5	
		Non-submission	0	
3.6	Security Guards experience in the security industry  <b>(Submit curriculum vitae of at least three control room operators indicating experience in security services in terms of control room operators role)</b>	More than six (6) years' relevant experience	10	
		Between four (4) and six (6) years' relevant experience	5	
		Between three (3) and four (4) years' relevant experience	3	
		Between one (1) and three (3) years' relevant experience	2	
		Less than one (1) year relevant experience	1	
		Non-submission	0	
<b>4</b>	<b>Training and Skills Development Plan</b>			<b>15</b>
	Provide a detailed training and skills development plan with time frames that cover: <ul style="list-style-type: none"> <li>• Code of conduct and new procedures of PSIRA.</li> <li>• Access control procedures.</li> <li>• Record keeping procedures, and</li> <li>• In-depth knowledge on security services.</li> </ul>	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	
		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 a training and skills development plan or plan that does not cover any of the elements above	0	
	<b>Total</b>			<b>100</b>

**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.
- d) A compulsory site inspection will be conducted at the potential bidders' offices located in the Eastern Cape province.

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

INFRASTRUCTURE AND EQUIPMENT VERIFICATION CHECKLIST			
No	Criteria	YES	NO
<b>1</b>	<b>Office Infrastructure</b>		
	a) Existing Service Provider's office structure.		
	b) Office equipment (i.e. computers, laptops, printers, cabinets, etc.)		
	c) Office staff.		
<b>2</b>	<b>Control Room</b>		
	a) The control room's ability to contact the various guards at the facility 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).		
<b>3</b>	<b>Security Equipment</b>		
	Security equipment must be presented to officials on the day of the inspection:		
	(a) Combat uniform (branded).		
	(b) Corporate uniform (branded).		
	(c) Winter jackets and Raincoats		
	(d) Security registers i.e Occurrence Books, pocketbooks etc.		
	(e) Torches, and hand cuffs/suitable cable ties.		
	(f) Handheld metal detectors.		
	(g) Valid company PSIRA certificates (Guarding services).		
	(h) Valid employees PSIRA certificates (Guarding services).		
	(i) Guard monitoring system.		
	(j) Branded security vehicles and vehicle registration certificates (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.

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 available on site at all times.** 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 Safety, Health and

Environmental file and be available to the internal and external auditors and SHE representatives of SANBI on request).

- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996): The 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 available on site at all times.**
- 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 OHSAS 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**

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 C) 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. The electronic copy on USB must include all proposal documents but exclude pricing details.**

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: G533/2024**

**NB:** All documents must be clearly labelled.

**Closing date for submissions: 13 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 (**SANBI:G533/2024**), 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. KWELERA NATIONAL BOTANICAL GARDEN MAP**



**ANNEXURE C. SUMMARY OF Kwelera NBG RULES**  
**GENERAL INFORMATION**

- No dogs or other pets are allowed in the garden except for guide dogs.
- No littering (bottles, plastic paper, cigarette tips etc.). All rubbish brought in must be taken out or discarded into the designated bins.
- No loud music from cars or portable devices.
- No rowdy behaviour that may disturb the peace.
- No bicycles are allowed anywhere in 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 of, disturbing or interference with any wild animals is strictly forbidden.
- 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.
- Roller skates, skateboards or any other wheel mountain sport/play apparatus may not be used in the garden.
- No bats or balls or any other playing that involved balls, bats, golf clubs, etc. is allowed anywhere in the garden.
- No vehicles or people may overnight in the garden, except by prior arrangement and written approval by the garden manager.
- No structures or shelters may be erected in the garden except for umbrellas.
- Under no circumstances may vehicles park at the restaurant, braai area or lapa “drop off zone”.
- Under no circumstances are the use of portable braais or open fires including gas braais/grillers allowed in the garden except on the designated braai area.
- 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 the garden policy on filming and photography.
- 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 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.

**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**

	<b>Grade C Night security (including relief security guard*)</b>	<b>Grade C Day security (including relief security guard*)</b>
<b>(A): BASIC COSTS PER MONTH</b>		
Basic monthly salary	R	R
Provident fund (Monthly)	R	R
Statutory annual bonus (Monthly)	R	R
UIF (Monthly)	R	R
COID/WCA (Monthly)	R	R
<b>SUB TOTALS PER MONTH (SUM OF ABOVE) (A)</b>	<b>R</b>	<b>R</b>
<b>(B): OTHER DIRECT COSTS AS PER PSIRA SECTORAL DETERMINATION PER MONTH</b>		
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
Sets of uniform	R	R
Health insurance	R	R
Training (Skill Development Levy)	R	R
Cleaning allowance	R	R
<b>TOTAL COSTS PER MONTH PER GUARD EXCLUDING VAT (A+B)</b>	<b>R</b>	<b>R</b>
	<b>X 12 MONTHS</b>	<b>X 12 MONTHS</b>
<b>TOTAL ANNUAL COSTS EXCLUDING VAT</b>	<b>R</b>	<b>R</b>

\*Pricing for the first year 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**

<b>Items or equipment</b>	<b>Quantity</b>
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	2
Other Equipment	
GPS or clocking tag	10
Panic button	4
Rechargeable torch	2

Taser/shock stick	2
Pepper spray	2
Handcuffs	2
Notebook & pen (for security guards)	4
<b>TOTAL</b>	

**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**

	Year 1 costs per annum	Year 2 costs per annum (8% increase*)	Year 3 costs per annum (8% increase*)	Total costs for three years
<i>2 x Grade C Night Security Guards (from 18:00 to 06:00 daily). Total annual cost excluding VAT)</i>	R	R	R	R
<i>2 x Grade C Day Security Guards. (from 06:00 to 18:00 daily). Total annual cost excluding VAT)</i>	R	R	R	R
<i>Equipment (from list above) excluding VAT</i>	R	N/A	N/A	N/A
<i>*overheads costs excluding VAT ^</i>	R	R	R	R
<i>VAT</i>	R	R	R	R
<i>Total costs including VAT</i>	R	R	R	R

**\*8% increase is for bidding purposes only. Actual salary/wage increases will follow the Security Bargaining Council wage determination formula.**

\*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 8-hour shift

<b>Grade</b>	<b>Year 1 daily rate including VAT</b>	<b>Year 2 daily rate including VAT</b>	<b>Year 3 daily rate including VAT</b>
<i>Grade C Night Security Guards</i>	R	R	R
<i>Grade C Day Security Gaurds</i>	R	R	R

**Table D5:** Consolidated overall contract value

<b>Total costs including VAT (Kwelera NBG)</b>	R
<b>Overall contract value (Kwelera NBG)</b>	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 time 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).

**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 Kwelera Garden Manager immediately when the event occurs.	Always	Service Provider
7. The malfunction of remote control, radio and/or gate be reported to the Kwelera Garden Manager for approval and immediate repair/replacement.	Always	Service Provider and SANBI
8. Security supervisor vehicle patrols – one (1) midday 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 <sup>st</sup> working day of each new month per contractual requirements	Service Provider
12. Monthly meeting with Kwelera NBG Compliance Officer, and the Service Provider Site Supervisor.	1 <sup>st</sup> Monday of each month	Service Provider and SANBI
13. SLA compliance meetings with the Kwelera Garden Manager, Kwelera Garden Manager's Assistant, Kwelera Health 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 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> 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 Kwelera Garden Manager D. Written Chief 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 Kwelera Garden Manager	Depending on the severity of the case, a contract may be terminated even if it is the first offence. Apart from warnings 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 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 one (1) hour B. If not able to replace within one (1) hour – no payment for the whole shift	If this practice continues, the Kwelera 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	A. Service provider must remove the guard or cashier immediately, and replace him/her within one (1) hour B. If not able to replace will constitute no payment for the entire shift	A. Service provider must remove the guard immediately, and replace him/her within one (1) hour B. If not able to replace will constitute no payment for the entire shift	If this practice continues, the Kwelera Garden Manager must call for a meeting with the security service provider owners.

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 Kwelera 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. Kwelera 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 a 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 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> 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's made or clocking discrepancies were found, 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.	B. 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 days.
10	Breach of contract	A. A first written notice of non-compliance	A. 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
<b>SECURITY GUARDING AND CASHIER SERVICES:</b>			
Security Officer is on duty without pocket-book 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 ( <b>Based on outcome of the investigation</b> ).	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
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 ( <b>based on outcome of the investigation</b> ).	R0,00	R150,00	Per Incident
Security Officer wearing earphones/headset whilst on duty.	R150,00	R0,00	Per Incident

ITEM	SECURITY PENALTIES		
	Prescribe penalties for security personnel	Prescribe penalties for the Service Provider	Frequency
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 ( <b>based on outcome of the investigation</b> ).	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 meeting 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 ( <b>based on outcome of the investigation</b> ).	Dismissal	R500,00	Per Incident
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 ( <b>based on outcome of the investigation</b> ).	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
<b>Guard monitoring systems</b>			

ITEM	SECURITY PENALTIES		
	Prescribe penalties for security personnel	Prescribe penalties for the Service Provider	Frequency
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 Kwelera Garden Manager for longer than two days after been reported.	R0.00	R 50.00	Per Incident
<b>Visitor Management System</b>			
Visitor management system crashes and data cannot be recovered.	R0.00	R1500.00	Per Incident
Visitor management system malfunctions and the 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 monthly basis

