

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (South African National Biodiversity Institute)**

BID NUMBER:	SANBI: G487/2023	CLOSING DATE:	10 November 2023	CLOSING TIME:	11:00am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIAL EVENTS SECURITY AND HEALTH & SAFETY SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF FIVE (5) YEARS				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

Biodiversity Centre  
Pretoria National Botanical Garden,  
2 Cussonia Avenue,  
Brummeria Pretoria

**A compulsory briefing session will be conducted at the time and date given as follows:**

**Date:** 25 October 2023

**Time:** 11h00 AM

**Venue:** The Kirstenbosch National Botanical Garden's Old Mutual Conference Centre.

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:sanbi.tenders@sanbi.org.za">sanbi.tenders@sanbi.org.za</a>

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:D.Mokoena@sanbi.org.za">D.Mokoena@sanbi.org.za</a> <a href="mailto:S.Struys@sanbi.org.za">S.Struys@sanbi.org.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

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

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

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

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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

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

Name of bidder.....Bid number: **SANBI: G487/2023**

Closing Time 11:00

Closing date: **10 November 2023**

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

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

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

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

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

**\*Delete if not applicable**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

- 2.3.1 If so, furnish particulars:

.....

<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.

### 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
..... Position	..... Name of bidder

<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.

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

### 2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in



legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	or	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	or	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>Categories of persons historically disadvantaged by unfair discrimination on the basis of race.</p> <p>Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal</p> <p>Black Ownership = 10 Points</p>		(10)		
<p>Categories of persons historically disadvantaged by unfair discrimination on the basis of gender.</p> <p>Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal</p> <p>Female Ownership = 5 Points</p>		(5)		
<p>Categories of persons historically disadvantaged by unfair discrimination on the basis of disability</p> <p>Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal</p> <p>Disability Ownership = 5 Points</p>		(5)		
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 SPECIAL EVENTS SECURITY AND  
HEALTH & SAFETY SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY  
INSTITUTE (SANBI) AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD  
OF FIVE (5) YEARS**

**Physical address**

**Kirstenbosch National Botanical Garden  
99 Rhodes Drive  
Newlands  
Cape Town  
7700**

**Tender No: SANBI: G487/2023**

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## 1. Background

The South African National Biodiversity Institute (SANBI) is a public entity under the National Environmental Management: Biodiversity Act (NEMBA), Act No. 10 of 2004. 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. The Kirstenbosch National Botanical Garden (Kirstenbosch NBG) is one of the national botanical gardens managed by SANBI. The Kirstenbosch NBG is in Newlands, in the City of Cape Town Municipality, Western Cape Province.

The Kirstenbosch NBG hosts several concerts and therefore requires a special events crowd control security and health & safety service for these events, including the Kirstenbosch Summer Sunset Concerts and the New Year's Eve Concerts. Every year, between the end of November and the beginning of April 18 to 20, Summer Sunset Concerts take place on Sunday afternoons. In addition to this, an evening concert takes place on New Year's Eve each year.

As well as the crowd control security services, these events also require health and safety and Emergency Medical Services. The Service Provider will also be required to obtain event permits and manage the venue grading process as required by Safety at Sports and Recreational Events Act 2 of 2010.

There are various potential security risks and threats to hosting these events including:

- Armed robbery, theft, and malicious damage of/to property, vehicles, equipment, materials, assets, and plants, within the premises.
- Unauthorized and uncontrolled access to the Kirstenbosch NBG concerts stage.
- Uncontrolled vehicle access.

## 2. Invitation to tender

Tenders are hereby invited for PSIRA registered security companies to submit a proposal for the Special Events Security and Health & Safety Services for SANBI's Kirstenbosch Concerts for a period of five (5) 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. Compulsory site briefing session

A compulsory site briefing session will take place on **25 October 2023** from **11:00** at The Kirstenbosch National Botanical Garden's **Old Mutual Conference Centre**. Bidders are advised that the compulsory briefing session will strictly start at **11:00**.

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

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

- For bidding procedure enquiries: [sanbi.tenders@sanbi.org.za](mailto:sanbi.tenders@sanbi.org.za)
- For technical enquiries: [D.Mokoena@sanbi.org.za](mailto:D.Mokoena@sanbi.org.za) and [S.Struys@sanbi.org.za](mailto:S.Struys@sanbi.org.za)

Cut-off date for enquiries: 03 November 2023 at 12:00

SANBI will not respond to any questions or requests for clarification if received after the cut-off date. All questions submitted by prospective bidders and responses to these questions by SANBI will be forwarded to all bidders who attended the compulsory online briefing session.

### 4. Scope of work

To assist with mitigating the earlier mentioned potential risks the following services are required:

- Provide a Special Events Security team and the Manager.
- Provide Health & Safety Officers.
- Provide security personnel for the Kirstenbosch NBG car parks during the concerts.
- Obtain event permits from the City of Cape Town.
- Provide Emergency Medical Services (EMS) for all the concerts.
- Manage the venue grading process for Kirstenbosch's concert facilities.

The concert lawn is 7000m<sup>2</sup> in size and can seat up to six thousand (6000) spectators. However, ticket sales are limited to five thousand five hundred 5500 spectators only.

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

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

#### 4.1 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, Health & Safety officers, EMS, and management. If there are any changes to the required employees, new employees must first be inducted before placement on site.

## 4.2 Security operation management excellence

The following are the expected annual requirements and deliverables:

- a) Secure an **event permit** for the concerts from the City of Cape Town. This includes the preparation and submission of the application and the liaison with the various stakeholders on behalf of Kirstenbosch NBG.
- b) Develop a **Crowd Control Security Plan** for the Kirstenbosch Summer Sunset Concerts and New Year's Eve Concert, in collaboration with the Kirstenbosch events team and Kirstenbosch security. This plan is to be submitted to the City of Cape Town's Event Office.
- c) Develop a **Medical Plan** for the Kirstenbosch Summer Sunset Concerts and New Year's Eve Concert, in collaboration with the Kirstenbosch events team and Kirstenbosch security. This plan is to be submitted to the City of Cape Town's Event Office.
- d) **Be available for meetings** with the City of Cape Town's Events Office, Disaster Management, SAPS, etc. to discuss the Kirstenbosch events when required.
- e) Assign a **Special Events Security Manager** (registered with **PSIRA Grade B**) to each event. This should ideally be the same person at all concerts during one season. The responsibilities of the Special Events Security Manager are to:
  - Oversee the team of Special Events Security personnel.
  - Ensure that all personnel are punctual and adheres to site instructions.
  - Handle problems that may arise during the events.
  - Liaise with the Kirstenbosch NBG's Event Management team (Event Manager, Duty Manager and Head of Security) on behalf of the Special Events Security team.
- a) Provide **Special Events Security Officers**, registered with **PSIRA Grade D** (with the events module), who have undergone all necessary training, as required by law.

The Special Events Security Officers will have the following responsibilities:

- Entry to the concert lawn venue
  - ❖ Control access into the concert area.
  - ❖ Control access into the Service Gate.
  - ❖ Control access to the stage and backstage area.
  - ❖ Patrol the concert area perimeters.
  - ❖ Respond to problems or emergencies and alert the necessary personnel for assistance (e.g., EMS personnel).
  - ❖ Provide written records of incidents, security threats/risks and security reports.
- Services on the concert lawn.
  - ❖ Ensure that the lawn space is used efficiently.
  - ❖ Answer questions from the public, e.g., directions to toilets.
  - ❖ Stop concert goers from smoking in the concert area.
  - ❖ Respond to any form of inappropriate behaviour and alert the necessary personnel for assistance where needed.
  - ❖ Ensure that all highchairs that are obstructing the view of concert goers are moved to the perimeter of the lawn.

❖ Provide written records of incidents, security threats/risks and security reports.

- b) Provide **Parking Marshals** that are registered with **PSIRA Grade D** for the Kirstenbosch NBG parking areas (Visitor Centre, Garden Centre, and Rycroft Gate) and along the road in front of Kirstenbosch NBG for the following functions:
  - Ensure that cars are parked correctly, particularly along the road in front of Kirstenbosch NBG.
  - Ensure that concert goers and their cars are safe from the moment they arrive at the concert venue until they leave.
  - Respond to any security related risk and emergency.
  - Provide written records of incidents, security threats/risks and security reports.
- c) Security Officers and Parking Marshalls will be required to enforce the Kirstenbosch NBG's internal rules, and the Municipal by-laws as indicated in **Annexure C**.
- d) Provide a **Health & Safety Officer** for each concert. The Health & Safety Officer must have five years' experience, hold a SAMTRAC certificate or a National Diploma in Occupation Health and Safety Management, and will have the following responsibilities:
  - Liaise with Kirstenbosch events team, contractors, and the local health & safety authorities and their inspectors.
  - Check safety method statements and risk assessments.
  - Prepare and monitor site safety rules.
  - Check certificates in respect of structures, electrical supplies, etc.
  - Communicate safety information to contractors on-site.
  - Monitor and coordinate safety performances.
  - Coordinate safety in response to an incident.
  - Be available to workers at the beginning of the build-up of the event through to the final breakdown.
- e) Provide **Emergency Medical Service (EMS)** personnel for each concert with all the appropriately qualified personnel, medical vehicles and equipment required for concerts of this nature and size, as per official event regulations. There must be an ambulance available on the premises during each concert.

#### 4.3 Once-off requirements

The Service Provider will be required to manage the venue grading process on behalf of Kirstenbosch NBG, including.

- Liaising with Disaster Management and other official bodies, SANBI and Kirstenbosch NBG management, and other potential stakeholders.
- Facilitate meetings when required.
- Prepare documentation when required.

#### 4.4 Staff numbers and time frames requirements

- **Kirstenbosch Summer Sunset Concerts**

Between eighteen (18) and twenty (20) Summer Sunset Concerts take place every summer, between the end of November until the end of March/beginning of April, from **17h30** until **19h00**. The crowd enters the concert area from **16h00**.

Kirstenbosch will require the following personnel and equipment at the concerts:

- ❖ 1x appropriately qualified Health & Safety Officer for low-risk events (2x in case of medium-risk events).
- ❖ 1 x uniformed Special Event Security Manager (Grade B certificate, registered with PSIRA).
- ❖ 55 x uniformed Special Event Security Officers for low-risk events that hold Grade D certificate, registered with PSIRA and qualified with events module (110x for medium-risk events) as per the law for up to six thousand (6000) spectators.
- ❖ 1 x uniformed parking marshal supervisor to patrol the streets and supervise the team. (Driver's licence, Grade B certificate and registered with PSIRA)
- ❖ 7 x uniformed qualified parking marshals for parking areas (Grade D certificate and registered with PSIRA)
- ❖ 1 x patrolling vehicle
- ❖ Two-way radios for all parking marshals.
- ❖ Rechargeable torches.
- ❖ Handcuffs
- ❖ Baton sticks
- ❖ Qualified EMS personnel as per the law for up to six thousand (6000) spectators.
- ❖ 1x fully equipped ambulance.

The Special Event Security Officers who control access into the concert venue, the Special Event Security Manager, and Health & Safety Officer will be required from **12h00** until the concert goers have left the premises (***approximately 21h00***).

Parking marshals and the supervisor are required from **14h30** until all concert goers have left (***approximately 21h00***).

Security personnel working inside the concert area are required from **16h00** until all concert goers have left (***approximately 21h00***).

The EMS will be required from **15h00** until **20h30**.

- **New Year's Eve Concert**

Kirstenbosch NBG will require the following crowd control personnel and equipment for each New Year's Eve concert:

**Build-up day:**

From 30 December at **20h00** until 31 December at **12h00**:

- ❖ 2x uniformed security officers (to watch equipment that is set up on stage).

**Event day:**

From 31 December at **15h00** until 1 January at **02h00**:

- ❖ 1 x appropriately qualified Health and Safety Officer for lower-risk events (2x in case of medium-risk events).
- ❖ 1 x uniformed Special Event Security Manager (Grade B certificate, registered with PSIRA).

- ❖ 55 x uniformed Special Event Security Officers for lower-risk events that hold Grade D certificate, registered with PSIRA and qualified with events module (110x for medium-risk events) as per the law for up to six thousand (6000) spectators.
- ❖ 1 x uniformed parking marshal supervisor to patrol the streets and supervise the team. (Driver's licence, Grade B certificate and registered with PSIRA).
- ❖ 7 x uniformed qualified parking marshals for parking areas (Grade D certificate and registered with PSIRA).
- ❖ 1x patrolling vehicle.
- ❖ Two-way radios for parking marshals.
- ❖ Rechargeable torches
- ❖ Handcuffs
- ❖ Baton sticks
- ❖ The EMS personnel will be required for up to six thousand (6000) spectators from **15h00** until **02h00**.
- ❖ 1x fully equipped ambulance

#### **Breakdown day:**

1 January from 02h00 until 11h00:

- ❖ 2 x uniformed security officers (to watch equipment that is set up on stage).

#### **4.5 Language proficiency**

All security officers and parking marshals, including the gate personnel, must be proficient in English. Due to the nature of our business, communication is essential, and it is therefore required that guards must be able to read, write and communicate effectively in English.

#### **4.6 Supervision of work**

The Service Provider will 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).

#### **4.7 Responsibilities**

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

- Security personnel, parking marshals, EMS and Health & Safety officers as per section **3.4** above and in the cases where additional guards are required.
- Special event security and Health & Safety management services.
- Access control and security registers i.e., through occurrence books and pocketbooks.
- Rechargeable torches.
- Two-way radios/Push to Talk (PTT) devices registered on ICASA frequencies or network service provider.
- Professional and PSIRA registered security personnel and parking marshals with protection equipment and/or security uniform that is weather appropriate.

- Ensure that the Service Level Agreement (SLA) conditions are complied with by adhering to the performance standards required (Specifications for service provider performance management).

#### 4.8 SANBI will take responsibility for the:

- Provision, upkeep and maintenance of remotes for gates and the access gates.
- Provision, upkeep and maintenance of necessary keys and padlocks.
- Provision of weekend instructions including SANBI Event Manager, Duty Manager and Head of Security.
- Provision of operational procedures and requirements.

### 5. Requirements for proposals

#### 5.1 Mandatory documents requirement

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

- A copy of the company Central Supplier Database (CSD) registration report.
- 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.
- 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.
- 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.
- Bidder's existing business must be in the province for Special Events Security services. The bidder must submit a 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.)
- Fee/cost structure as for Annexure D** (Table D1) including breakdown of costs for additional staff/services if required on short notice (Table D2). **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 rejected.**
- 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 Department of Labour should issue the letter.
- The Company's health and safety policy and health and safety training plan.
- 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.
- Duly completed and signed SBD forms.
- Compulsory site briefing session certificate.



## 5.2 Other documents required.

Each tender document should also include the following documentation, although failure to submit these documents will not result in disqualification. However, the information contained in them is required for evaluation purposes:

- a) **Company profile:** Detailed proposal and project plan that explains how the Service Provider plans to fulfil the scope of work and requirements of the tender in terms of Special Events Security and Health & Safety Services for the Kirstenbosch Concerts.
- b) **Track record:** A list of similar contracts carried out in the past eight (8) years that should include the name of the client, scope of the services, duration dates and value of contract.
- c) **Five reference letters (see Annexure E):** Contactable references from at least five (5) signed current or previous clients for which similar work has been done in the past eight (8) years. These must include the contract duration, services rendered, referee contacts, value of contract and whether the client is satisfied with the service rendered. ***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).***
- d) **Team Capacity:** Short CVs (each CV not more than three (3) pages in total) of key team member who will be involved in this work, including their Identity Document, certified copies of qualifications/training, specialist skills and knowledge, and their relevant experience of similar work related to their role for this tender.
- e) Bank rating code supported by a copy of the latest Audited Financial Statement.
- f) **Evidence of operational capacity to perform the required special events security and Health & Safety 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 team.
  - 2) Two-way Radio / PTT communication:
    - i. Effective communication can be maintained across the Kirstenbosch NBG.  
 On site test will be done between the control room and Kirstenbosch NBG:
      1. Using the supervisor's vehicle mobile radio from one (1) location on Kirstenbosch NBG, and
      2. Using the company's handheld radio from one (1) location at the entrance area.

**NB:** Sufficient information must be provided to allow the Bid Evaluation Committee to score bids against all evaluation criteria.

## 6. Pricing

Based on the scope of work, bidders are required to provide a quotation that covers all the work that is required for Kirstenbosch NBG. Since a five (5) year contract will be awarded, bidders are to indicate their price for each year, as well as the total value.

Please complete **Table 1 in Annexure D**. **Annexure D** is based on the current needs and legal requirements for the Kirstenbosch Concerts. The number of staff required may vary slightly over time, as legal requirements, risk categorisation of each concert, number of concerts or audience size may be altered. Ad hoc costs for additional staff and services should be provided in Table D2. These additional costs should not be included in the total quotation amount for the five-year period.

It is crucial that bidders specify their prices exactly as requested in **Annexure D**, as this will enable SANBI to make a fair comparison between bidders. The contract with the successful bidder will make provision for the potential changes.

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

## **7. 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.

**NB:**

- **Financial or pricing details (Annexure D) should ONLY be included in the printed document marked 'ORIGINAL', and not in the PDF file of the document on the non-returnable memory stick.**
- **Failure to submit one printed document with pricing in one envelope, and a PDF document without pricing on the non-returnable memory stick will lead to your bid being disqualified.**

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

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

**Tender Number: SANBI: G487/2023**

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

**Closing date for submissions: 10 November 2023 at 11:00 am.**

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

## **8. 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.

## Phase 1:

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.

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria		Weight
<b>1</b>	<b><i>Understanding of this contract and demonstration of how the requirements will be met:</i></b>			<b>40</b>
1.1	Describe how your company would approach the following aspects of this contract. Include which persons will perform the roles and make mention of outsourcing where applicable:  a. Crowd control security b. Parking management c. Health & Safety d. Emergency Medical Services e. Event permit applications f. Managing venue grading process	Crowd control security	8	
		Parking management	6	
		Health & Safety	6	
		Emergency Medical Services (EMS)	6	
		Event permit applications	6	
		Managing venue grading process	8	
		No submission	0	
<b>2</b>	<b>Past Experience</b>			<b>30</b>
2.1	<b>Company Track Record:</b>  Provide a list of similar contracts carried out in the past that should include the name of the client, scope of the services, duration dates and value of contract.	More than nine (9) clients	15	
		Between six (6) and 9 clients	10	
		Between three (3) and six (6) clients	6	
		Between one (1) and three (3) clients	3	
		No submission	0	
2.2	<b>Reference Letters:</b>  <b>Provide no less than five traceable reference letters:</b> Provide signed contactable references letters from at least five (5) current or previous clients for which similar work has been done in the past eight (8) years. A letter must include the contract duration, services rendered, referee contacts, value of contract and whether the client is satisfied with the service rendered.	Five (5) and more relevant reference letters including the supporting documents	15	
		Three (3) to five (5) relevant reference letters including the supporting documents.	10	
		One (1) or two (2) relevant reference letters including the supporting documents.	5	
		No submission	0	

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria		Weight
	<i>In addition, provide the following supporting documents pertaining to the list and reference letters (Official Purchase Orders, or Service Level Agreement, or Appointment Letters with contact details and value of contracts).</i>			
<b>3</b>	<b>Team Capacity</b>			<b>25</b>
3.1	The Bidder should demonstrate the capacity of his/her team to carry out the work required in this Tender.	Provide a CV and certified qualifications of the Special Events Security Manager(s) who will work on-site.	5	
a.	Provide a CV of the Special Events Security Manager(s) who will work on-site.	Provide a CV and certified qualifications of the Health & Safety Officer.	5	
b.	Provide a CV of the Health & Safety Officer.	Please provide a description of the roles and training of all the EMS staff who will be on-site. Valid certified proof of registration with HPCSA.	5	
c.	Please provide a description of the roles and training of all the EMS staff who will be on-site. Attach a valid proof of registration with HPCSA as required for each EMS personnel.	Provide a CV and certified qualifications of the person who will manage permit applications.	5	
d.	Provide a CV of the person who will manage permit applications.	Provide a CV and certified qualifications of the person who will manage the venue grading process.	5	
e.	Provide a CV of the person who will manage the venue grading process.			
	<b>Total</b>			<b>100</b>

### Phase 2: Site inspection

- The physical inspection will be limited to bidders who passed the minimum threshold on functionality for special events security and Health & Safety services.
- Site inspection will be conducted to confirm representations made in the bid document.
- Bidders that do not comply to **all** site inspection equipment requirements in the checklist below will be disqualified.

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

<b>INFRASTRUCTURE AND EQUIPMENT VERIFICATION CHECKLIST</b>			
<b>No</b>	<b>Criteria</b>		
<b>1</b>	<b>Office Infrastructure</b>	<b>YES</b>	<b>NO</b>
	a) Existing Service Provider's office structure.		
	b) Office equipment (i.e. computers, printers, cabinets, etc.)		
	c) Office staff.		
<b>2</b>	<b>Control Room</b>	<b>YES</b>	<b>NO</b>
	a) The control room's ability to contact the special events security personnel.		
	b) The special events security' 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/ PTT radios or alternative onsite security communication: receiver and transmitter (to be tested).		
<b>3</b>	<b>Security Equipment</b>	<b>YES</b>	<b>NO</b>
	Security equipment must be presented to officials on the day of the inspection:		
	(a) Combat uniform (branded).		
	(b) Corporate uniform (branded).		
	(c) Rain coats, torches, occurrence books, pocket books, baton sticks and handcuffs/suitable cable ties.		
	(d) Valid company PSIRA certificates (guarding services).		
	(e) Valid employees PSIRA certificates (guarding services).		
	(f) Branded security vehicles and vehicle registration certificate (NATIS).		
<b>4</b>	<b>Emergency Medical Services &amp; Health &amp; Safety</b>	<b>YES</b>	<b>NO</b>
	(a) Evidence in place to provide Emergency Medical Services		
	(b) Evidence in place to provide Health and Safety Officer		

## 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.

## 9. 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 Kirstenbosch NGB or 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 and Health & Safety 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.

## 10. 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 OHASA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring. Should an incident occur, report this to SANBI within 24 hours and explain the remedial processes put in place.
- Provide all related working equipment such as protective clothing, harnessing, etc. to ensure the safety and health of its own staff and those of others.
- Respond to the notices issued by SANBI's Health and Safety Agent as follows:
  - a. Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
  - b. Contravention Notice: rectify contravention within given time.
  - c. Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

**11. 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.

**12. Tender documentation availability**

The tender documents are available from the SANBI website – [www.sanbi.org](http://www.sanbi.org)

**13. Contract period**

A five (5) 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.

**14. Compliance reports and meetings**

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

## **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.

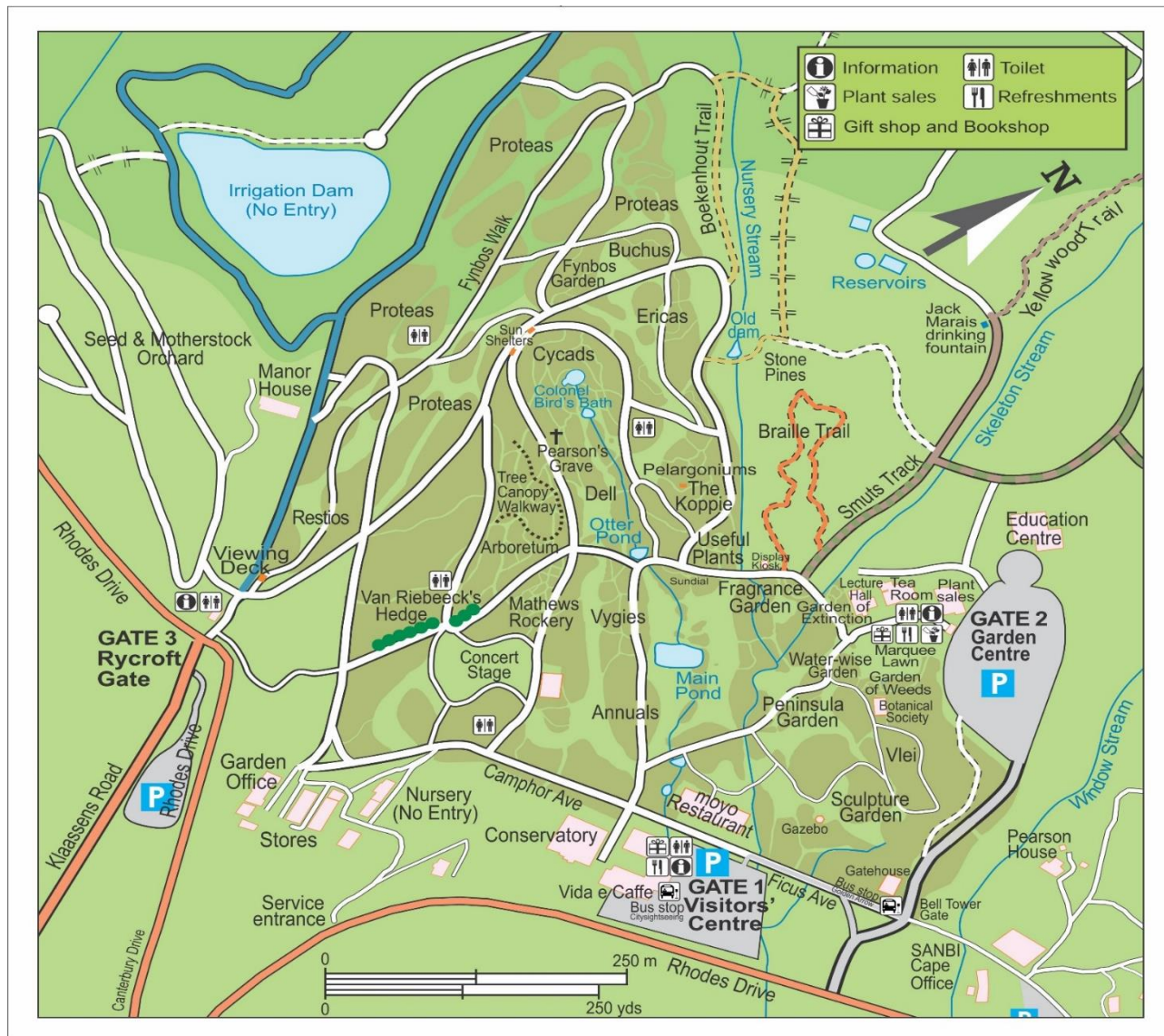
**16. SANBI PROPRIETARY INFORMATION**

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 (G487/2023), the SANBI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

## ANNEXURE B. KIRSTENBOSCH NBG GARDEN MAP



## **ANNEXURE C. SUMMARY OF KIRSTENBOSCH 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 Event Manager.
- No structures or shelters may be erected in the garden.
- No smoking is allowed in garden and the concerts area.
- Balloons are prohibited in the garden.
- Drones are prohibited in the garden and concert area.
- Under no circumstances are the use of portable braais or open fires including gas braais/grillers allowed in the garden.
- Wedding photos, matric ball photos or any other professional photo/video or commercial photo/video shoots is - not allowed unless prior written permission was obtained and then when payment has been made in accordance with garden policy filming and photography.
- No selling of or promotion of any goods or services may take place in the garden without 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. Pricing is fully inclusive of all required services, with associated salaries, items, equipment, vehicles, and functions required to provide an effective special event security and health & safety services to SANBI.
2. Accept that any omission of any pricing related to providing an effective event security and health & safety services by the bidder will not be accepted once the RFT has closed.

Name: (printed): \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bidders: Witness

Name: (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Table D1: Pricing schedule**

**Preparation of documentation**

Requirements	Price including VAT YEAR 1	Price including VAT YEAR 2	Price including VAT YEAR 3	Price including VAT YEAR 4	Price including VAT YEAR 5
Event permit applications	R	R	R	R	R
Other documentation (This must include security plan, medical plan, health & safety file)	R	R	R	R	R
<b>TOTAL</b>	R	R	R	R	R

**Security services for Kirstenbosch Summer Sunset Concerts**

General requirements for concert		Price including VAT YEAR 1	Price including VAT YEAR 2	Price including VAT YEAR 3	Price including VAT YEAR 4	Price including VAT YEAR 5
I	1 x Special Event Security Manager (Grade B)	R	R	R	R	R
II.	1 x Parking Supervisor to patrol in a vehicle (Grade B)	R	R	R	R	R
III.	7 x Parking Marshals (Grade D)	R	R	R	R	R
IV.	Overheads (must include vehicle to patrol parking areas, and radios for parking marshals )	R	R	R	R	R
V.	<b>Total price per concert excluding Special Event Security Officers and Health &amp; Safety Officers = SUM (I to IV)</b>	R	R	R	R	R
VI.	<b>Concert with 5500 spectators and Low Risk Grading*:</b> 1 x Health & Safety Officer	R	R	R	R	R
		R	R	R	R	R



	55 x Special Event Security officers (Grade D + special events module)					
<b>VII.</b>	<b>Concert with 5500 spectators and Medium Risk Grading*:</b>					
	2 x Health & Safety officers	R	R	R	R	R
	110 x Special Event Security officers (Grade D + special events module)	R	R	R	R	R
	<b>TOTAL PRICE FOR THE SEASON 10 MEDIUM-RISK CONCERTS AND 10 LOW RISK CONCERTS*</b> <b>= (row V x 20) + (row VI x 10) + (row VII x 10)</b>	R	R	R	R	R

#### Security services for Kirstenbosch New Year's Eve Concert

	General requirements for concert	Price including VAT YEAR 1	Price including VAT YEAR 2	Price including VAT YEAR 3	Price including VAT YEAR 4	Price including VAT YEAR 5
I.	1 x Special Event Security Manager (Grade B)	R	R	R	R	R
II.	1 x Parking Supervisor to patrol in a vehicle (Grade B)	R	R	R	R	R
III.	7 x Parking Marshalls (Grade D)	R	R	R	R	R
IV.	2 x Security Officers (Grade D) for set-up and breakdown day, as described in 9.2 or the documents	R	R	R	R	R
V.	Overheads (must include vehicle to patrol parking areas, and radios for parking marshals)	R	R	R	R	R



VI.	<b>Total price per concert excluding Special Event Security Officers and Health &amp; Safety Officers = SUM (1 to 5)</b>	R	R	R	R	R
VII.	<b>Concert with 5500 spectators and Low Risk Grading*:</b>  1 x Health & Safety Officer  55 x Special Event Security officers (Grade D + special events module)	R  R	R  R	R  R	R  R	R  R
VIII.	<b>Concert with 5500 spectators and Medium Risk Grading*:</b>  2 Health & Safety officers  110 Special Event Security officers (Grade D + special events module)	R  R	R  R	R  R	R  R	R  R
	<b>TOTAL PRICE FOR THE CONCERT AT MEDIUM-RISK** = row VI + row VIII</b>	R	R	R	R	R

*\*The numbers of personnel required may vary, depending on risk categorization on legal requirements at the time of the concerts. For the purpose of this document, please quote as specified. In the contract with the successful bidder, provision will be made to address fluctuating numbers of personnel required.*

*\*\*For the purpose of this document, it will be assumed that the New Year's Eve concerts will be categorized as medium risk. Please quote as specified. This may vary, and the successful bidder will bill SANBI as per the requirements for the risk categorization at the times of the concerts.*

## EMS services for all Kirstenbosch Concerts

	General requirements	Price including VAT YEAR 1	Price including VAT YEAR 2	Price including VAT YEAR 3	Price including VAT YEAR 4	Price including VAT YEAR 5
<b>A. KIRSTENBOSCH SUMMER SUNSET CONCERTS (15H00 TO 20h30)</b>						
I	1 x Advanced Life Support (ALS) Medic	R	R	R	R	R
II	1 x Intermediate Life Support (ILS) Medic	R	R	R	R	R
III	3 x Basic Life Support (BLS) Medics	R	R	R	R	R
IV	Overheads, including an ambulance	R	R	R	R	R
<b>V</b>	<b>Total cost per concert = I + II + III + IV</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>VI</b>	<b>Total cost for 20 concerts = V * 20 concerts</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>B. Kirstenbosch New Year's Eve Concert</b>						
I	1 x Advanced Life Support (ALS) Medic	R	R	R	R	R
II	1 x Intermediate Life Support (ILS) Medic	R	R	R	R	R
III	3 x Basic Life Support (BLS) Medics	R	R	R	R	R
IV	Overheads, including an ambulance	R	R	R	R	R
<b>V</b>	<b>Total cost per concert = I + II + III + IV</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
	<b>TOTAL = A. VI + B. V</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

Note: Extra personnel may be required if the need arises

**Managing the venue grading process (once-off cost)**

All work pertaining to managing the venue grading process	R
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**SUMMARY OF COSTS**

	Total Price Including VAT YEAR 1	Total Price including VAT YEAR 2	Total Price including VAT YEAR 3	Total Price including VAT YEAR 4	Total Price including VAT YEAR 5
1.Preparation of documentation	R	R	R	R	R
2.Security services for Kirstenbosch Summer Sunset Concerts	R	R	R	R	R
3.Security services for Kirstenbosch New Year's Eve Concert	R	R	R	R	R
4. EMS for Kirstenbosch Summer Sunset Concerts	R	R	R	R	R
5.EMS for Kirstenbosch New Year's Eve Concerts	R	R	R	R	R
6. All work pertaining to managing the venue grading process (year 1 only)	R				
<b>TOTAL PRICE PER ANNUM</b>	R	R	R	R	R
<b>TOTAL AMOUNT FOR 5-YEAR PERIOD</b>	R.....				

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***Not to be included in total quote:***

**Table D2:** Ad hoc costing per 8-hour shift for additional staff and services that may be required on short notice. This information must not be provided in the total quotation for the five year period.

Grade	Year 1 daily rate including VAT	Year 2 daily rate including VAT	Year 3 daily rate including VAT	Year 4 daily rate including VAT	Year 5 daily rate including VAT
Special Event Security Manager (Grade B)	R	R	R	R	R
Security Officers (Grade D)	R	R	R	R	R
Parking Marshalls (Grade D)	R	R	R	R	R
Health & Safety Officer	R	R	R	R	R
Basic Life Support (BLS) Medics	R	R	R	R	R
Intermediate Life Support (ILS) Medic	R	R	R	R	R
Advanced Life Support (ALS) Medic	R	R	R	R	R



## ANNEXURE E. REFERENCE DOCUMENTS

### 1. 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.

### 2. 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).

### 3. Team Capacity:

#### iv. A 3-page CVs with supporting evidence of the special security events and Health & Safety personnel to be used in this contract.

- a. Personal information (Name, RSA Identity number, Gender, contact details) and PSIRA registration number.
- b. Accredited security qualifications.
- c. Employment history for the past 5 years (dates, Company, contract details, position).
- d. Relevant working experience.

- e. Certified supporting documents, (ID, valid PSIRA membership card (valid) and security related certificates)
- f. Certified supporting documents, (SAMTRAC, ND: Health & Safety management, HPCSA)