

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(South African National Biodiversity Institute)</i>					
BID NUMBER:	SANBI: G439/2022	CLOSING DATE:	12 DECEMBER 2022	CLOSING TIME:	11:00 am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING AND CASHIER SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE FREE STATE 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:					
<p>Biodiversity Centre Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria Pretoria</p>					
<p>Compulsory briefing session date: 23 November 2022 at 11:00 am.</p> <p>A compulsory site briefing session will take place on-site at Free State National Botanical Garden's Environmental Education Centre Hall (Rayton Road, Off Dan Pienaar Drive, R702, Bloemfontein.</p>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sanbi.tenders@sanbi.org.za		E-MAIL ADDRESS	mqija@sanbi.org.za or d.mokoena@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div>[IF YES ENCLOSE PROOF]</div>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</div>
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<div> <div>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> 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. </div>			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of bidder.....Bid number: **SANBI:G439/2022**

Closing Time 11:00

Closing date: **12 December 2022**

OFFER TO BE VALID FOR.....90...DAYS FROM THE CLOSING DATE OF BID.

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

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

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

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

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.

- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3.

3.1

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

or

or

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

REQUEST FOR TENDER

FOR THE

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING AND
CASHIER SERVICES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY
INSTITUTE (SANBI) AT THE FREE STATE NATIONAL BOTANICAL GARDEN FOR A
PERIOD OF FIVE (5) YEARS**

Physical address

**RAYTON ROAD
OFF DAN PIENAAR DRIVE
R702, BLOEMFONTEIN
9301**

Tender No: SANBI: G439/2022

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1. Background

The Free State National Botanical Garden (FSNBG) is one of the National Botanical Gardens managed by the South African National Biodiversity Institute (SANBI). SANBI is a statutory body whose mandated focus is on South Africa's national biodiversity heritage. The organization manages the network of National Botanical Gardens, and is responsible for scientific research, knowledge management, policy, and planning, as well as human capacity development through biodiversity education and empowerment. The garden is the most central National Botanical Garden in South Africa, located in the northern suburbs of South Africa's judicial capital, Bloemfontein, in the Mangaung Metro Municipality, Free State Province.

The FSNBG campus comprises of the following operational areas: Main Entrance, Restaurant, Environmental Education Centre, Plant Sales Nursery, Public Ablutions, Lapa, Wedding Gazebo, PV Solar Panels, Staff Housing, Staff Canteen, Admin Office, Workshop, Visitors Parking, Female Changeroom, Material Stores, Wendy Houses, Production Nursery including associated buildings (potting shed, mist houses and hothouse), Guardrooms, Braai Area and the Kiosk. The Kiosk includes ticket office with an alarm system. The Environmental Education Centre comprises of a hall, offices, storeroom and a kitchen. It is also fitted with an alarm system and may be booked for functions. The PV Solar Farm comprises of solar panels (two fields) and instruments to generate power through solar energy and is also fitted with an electric fence. The administration building comprises of several offices and has an alarm system. The workshop also has an alarm system and includes garages where vehicles and implements are stored. The staff canteen is fitted with an alarm system and includes the staff lunch area, kitchen, and staff ablutions. The two (2) staff houses are also fitted with alarm systems.

The opening and closing times for visitors via the visitor entrance are as follows:

Open: 08:00 Close: 17:00 weekdays, weekends and public holidays.

The restaurant is open until approximately 17:00 on weekdays and weekends. Peak visitor number is experienced during the summer season and low visitor are recorded during winter. The Free State National Botanical Garden also hosts various events and makes its garden areas available for private functions.

Bidders from PSIRA registered security companies are hereby invited to submit their bids for the contract period of five (5) years to provide the required security guarding and cashier services for the protection of the public, staff, assets and property of FSNBG.

The FSNBG is particularly prone to the threat of criminal activities which includes poaching, theft of equipment and other assets. The Service Provider shall be obligated to provide security services to guard and protect the FSNBG premises, personnel, assets (including plants), visitors and all their valuables.

The main security risks/threats are the following:

- Armed robbery, theft, and malicious damage of/to FSNBG property, vehicles, equipment, materials, assets, and plants, within the premises of the FSNBG.
- Armed robbery, theft and malicious damage of public property while within the FSNBG.
- Unauthorized and uncontrolled access to the FSNBG via the boundary fences and any of the two (2) perimeter gates, including the main entrance.
- Fire hazards relating to infrastructure and the estate including threats posed by neighbouring wildfires on adjacent properties.
- Loitering by homeless persons towards the N1 perimeter fence.
- Violence by intoxicated visitors.

SANBI requires a security Service Provider to:

- Provide 24-hour security guarding services.
- Provide cashier services at the ticket office from 08h00-17h00 daily.
- The security Service Provider must comply with all relevant South African legislation as well as with SANBI's Terms and Conditions including security policy and those specified in the Service Level Agreement.
- The appointed Service Provider should be cognisant of special conditions of contract (**Annexure A**)

2. Invitation to tender

Tenders are hereby invited for the appointment of a Service Provider to provide security guarding and cashier services to the South African National Biodiversity Institute's FSNBG for a period of five (5) years.

Free State National Botanical Garden is located at:
Rayton Road
Off Dan Pienaar Drive
R702, Bloemfontein
9301

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

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

3. Scope of work

The FSNBG requires a Security Service Provider to provide security guarding and cashier services through guards, access and exit control, access fees management, monitoring and for reaction to unauthorised entry via the fenced perimeter of the FSNBG and the securing of buildings and the premises in emergency situations. The main scope of the provision of security services to the FSNBG is focused on the landscaped garden area of 7ha where the highest visitor and staff activity takes place as well as all the visitors and staff infrastructure such as offices, staff houses, restaurant, and other buildings. However, the required services shall also pertain to the less frequently visited estate areas of 60ha where monitoring and patrolling is essential.

The Security Service Provider is required to provide security guarding services 24 hours a day, 365 days a year as specified and cashier services within the Garden operating times.

In addition, from time-to-time additional guards or cashiers may be required for special functions, exhibitions or meetings to be held in the Garden. This will be arranged separately to

the standard contract, but an indication must be given to the availability of such *ad hoc* guards or cashiers and the notice period for obtaining this additional service.

The Garden 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, cashiers 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) All shifts are 12 hours shifts and start at 06:50 for 07:00 and 18:50 for 19:00 every 24 hours.
- B) The one shift will take over from the other at any specific station to ensure continued surveillance/control.
- C) Provide support service to deployed guards including monitoring / tracking systems of guards.
- D) For access fees at the Kiosk, the hours required will be 08:00 until 17:00 daily (including weekends and public holidays). Cashiers are to report at the ticket office 15 minutes before official opening hours of the Garden.
- E) Protection of the FSNBG personnel, public, plants and property.
- F) Response to any security related risk and emergency.
- G) Form part of the FSNBG emergency response team (ERT) responding to any emergency.
- H) 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 into 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 as issued by the appropriate SANBI official on a weekly basis.
- Gates are locked/unlocked at designated times, or as required according to specific instructions from appropriate SANBI staff.

- A guard remains visible at the entrance gate in between patrols and where necessary provide reactive support to SANBI in cases of suspicious or unacceptable visitor behaviour.
- A cashier is on duty daily to manage ticket sales and visitors and to perform cashing up at the end of each day.

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

- Providing directions to the features in the Garden or referring patrons to the SANBI personnel who may be able to assist.
- Providing assistance to SANBI Management on site as it may pertain to enforcement of bylaws, security or emergency procedures.
- Not allowing balls, pets such as dogs or other entertainment equipment into the Garden.
- Not allowing bicycles, quad bikes, or tricycle-like toys into the Garden.
- Not allowing any swimming to take place in the Garden's dam or ponds.
- Not allowing sound amplification devices such as portable HiFi systems or musical instruments into the Garden.
- Not allowing fires or braais, or equipment to make fires such as gas bottles firewood etc. at non-designated areas.
- Ensuring that all patrons have either paid entrance fees, paid for photography permits or have otherwise been authorized to gain free access through internal procedures.
- Checking patrons against guest lists, as provided, both during and after hours, for pre-booked functions.
- Allowing, disallowing, or removing patrons (as the case may be) as instructed by the SANBI Management.

3.4 SECURITY AND CASHIER STAFF REQUIREMENTS

The following table provides security and cashier staff requirements.

Duty Point	Grade	Number of guards	Job Purpose	Job Requirements	Other Security Aids
Main Entrance (Boom Gate), Pay Point (Kiosk), Parking, Offices and overall Garden Patrols	Grade C	<p>1 X Guard (day shift) 7 days / week</p> <p>2 X Guards (Night shift) 7 days / week</p> <p>1 Guard (day shift) ONLY for weekends and public holidays).</p>	<ul style="list-style-type: none"> • Monitor access control at the entrance. • Assist cashier in controlling large groups at the entrance. • Accompany cashier when moving monies (where applicable). • Assist in emergency response. • Access control for all SANBI, public visitors' vehicles including the vehicles transporting learners to the Garden, vehicles delivering goods to the Garden or restaurant and vehicles of tenants or visitors to staff residing in the Garden and visitors that are pedestrians. • To control the number of cars in the bottom (main) and top parking areas. • Monitor illegal entry into the Garden. • Monitor the parking areas for criminal or suspicious activities especially after hours. • Searching of SANBI official and staff vehicles. • Assist in emergency responses. • Guide visitors and clients effectively and efficiently to the desired location. 	<p>No criminal offence; South African; Grade 12; Valid PSIRA Grade C; positive security clearance; proficient in English and service excellence. Must have three (3) years' experience</p>	<ul style="list-style-type: none"> • Two-way radio or PTT communication • Torch • Pocket book • Pen (Black & red) • Occurrence book • Hand cuffs • Baton Sticks • Name tag • Cell phone • Electronic guard monitoring/clocking system. • Clocking System • Vehicle scanning device (Compatible to scan vehicle's Discs & Drivers Licences) • Guards are to be unarmed. • Taser and/or pepper spray with the knowledge on how to use them.

			<ul style="list-style-type: none"> • Verification of incoming and outgoing visitors other than FSNBG staff. • Patrolling the whole Garden, entrance area, all buildings, nurseries and boundary fence to ensure safety and security at night. 		
Pay Point (Kiosk)	Cashier	1 (daily) 7 days / week	<ul style="list-style-type: none"> • Monitor access control at the entrance. • Receive float from Garden office each morning and checking of float (when necessary, Garden currently on Cashless but may accept cash in case of unforeseen circumstances). • Receiving entrance fees and issue receipts. • Use point of sale cash register and record all sales from entrance tickets. • Communicate all relevant Garden related information to visitors and staff members. • Do daily cashing up of all monies received. • To ensure that the Pay Point is not left unattended (including the curio shop). 	No criminal offence; South African; Grade 12; computer literacy, positive security clearance; proficient in English and service excellence. Must have three (3) years' experience	<ul style="list-style-type: none"> • Cell phone • Panic button • Access to the security guard • Two-way radio • Name tag
There are two guard houses, one is situated at the Main Entrance (Boom Gate) and the other one is at the solar panels which has to be used for night shift. The second day shift guard is ONLY required during public holidays and weekends.					

The number of security guards may be reviewed as and when required and such 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 these events.

3.5 CLOCKING POINTS IN THE FSNBG

Twelve (12) guard monitoring / clocking points 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 our business, communication is essential and it is therefore required that guards must be able to read, write and communicate effectively in English.

3.7 SUPERVISION OF WORK

The Service Provider will 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 and in the case where additional guards are required.
- Guarding and Protection Services.
- Installing, Controlling & Auditing check points where guards are patrolling.
- Access control and visitor management system, control books, registers, and occurrence books (OB).
- Rechargeable torches.
- Cameras and/or any other security monitoring/recording devices and equipment including the services of such where necessary.
- Two-way radios, Push to Talk (PTT) devices and registered on frequencies, service providers.
- Professional looking Security Guards, Protection Equipment and/or Security uniform for guards that is weather appropriate.
- Ongoing training and certification where relevant.
- Where necessary, smart phones and subscriptions (capable of working e-mails and WhatsApp).
- Ensure that the Service Level Agreement (SLA) conditions are complied with by adhering to the performance standards required (Specifications for service provider performance management).
- Service Provider must undertake to provide security guards as required for the rendering of services at the campus during situation of crisis.

- Ensure guards are customer service-focused, and value and treat SANBI visitors with respect.

3.9 SANBI will take responsibility for the:

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

4. Compulsory Site briefing session

A compulsory site briefing session will take place on site on **23 November 2022** from **11:00** at The Free State National Botanical Garden's Environmental Education Centre Hall (Rayton Road, Off Dan Pienaar Drive, R702, Bloemfontein, 930. 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 and at the compulsory briefing session will be communicated via this tender's advertisement webpage on the SANBI website www.sanbi.org.

- For bidding procedure enquiries: sanbi.tenders@sanbi.org.za
- For technical enquiries: maqija@sanbi.org.za and/or d.mokoena@sanbi.org.za

Cut-off date for enquiries: G439/2022 at 12:00 on 02 December 2022.

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 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) Provide a certified copy of the companies valid ICASA licence or contract with 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 province for security guarding and cashier services. The bidder must submit a documentary proof of address from a third (3rd) party

to indicate that the company has an operating office/business in the province (E.g. Municipal account, Local Authority Letter, telephone account not older than three (3) months, signed lease agreement, etc.)

NB: The physical address provided will be used for in-loco inspection.

- f) 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).
- g) **Fee/cost structure as for Annexure D** including breakdowns and availability of additional staff/services on short notice.
(NB: **This information must only be included in the pack marked “original” and must NOT be included in the electronic copy. See Section 16).**
- h) 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.
- i) The Company’s health and safety policy and health and safety training plan.
- j) 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.
- k) Duly completed and signed SBD forms.
- l) A valid original or certified copy of a B-BBEE Status Level 1 certificate or affidavit.

NOTE: for this tender, the following pre-qualification criterion for preferential procurement will be applied: A Tenderer must be having a stipulated minimum Broad Based Black Economic Empowerment (B-BBEE) Status Level contributor, Level 1 according to (Section 4(1) (a) of the 2017 Preferential Procurement Policy Framework Act).

6. 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 information and profile:** mission statement and policies with an indication of the management, communication and supervision structures and include a section on how staff will be managed on campus.
- b) A copy of the latest **Audited Financial Statement**.
- c) **CVs** of Project Manager, Control Room personnel, and the Supervisors.
- 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) **Three 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) **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 FSNBG. On site test will be done between the control room and FSNBG:
 1. Using the supervisor's vehicle mobile radio from one (1) location on FSNBG, and
 2. Using the companies' 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 criteria.

7. Confidentiality

Any or all information made available to the Service Provider by SANBI shall be regarded as confidential and shall not be made available to third parties without the prior written consent of SANBI.

8. 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.

9. Tender documentation availability

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

10. 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.

11. Pricing

Based on the tender specifications outlined above, give a **specific pricing breakdown** for the five (5) year contract and include the pricing for all the items/equipment charged for 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 to five, Bidders to include 9% increase per year for bidding purposes only. Increases in wages and salaries will only be in accordance with the sectoral 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 only containing the printed copy.

12. 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. 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.

13. 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
1	Company Experience			40
1.1	Bidders must demonstrate an in-depth experience and expertise in the field of Security Services within Government or Private sector, with relevant supporting documents provided.	More than nine (9) years' relevant experience.	20	
		Between six (6) and nine (9) years' relevant experience.	15	
		Between three (3) and six (6) years' relevant experience.	10	
		One (1) and three (3) years' relevant experience.	5	
		No submission of evidence or less than one (1) year relevant experience	0	
1.2	<i>COMPANY TRACK RECORD</i> <i>Attach the following documents:</i> <ul style="list-style-type: none"> Provide a list of current and previous clients (company name, contact person, telephone number, services provided, total value of the contract and contract duration with dates). 	More than nine (9) clients	10	
		Between six (6) and 9 clients	7	
		Between three (3) and six (6) clients	5	
		Between one (1) and three (3) clients	3	
		No submission	0	
	<ul style="list-style-type: none"> Provide 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. <i>In addition, provide the following supporting documents pertaining to the list and reference letters</i>	More than five (5) relevant reference letters including the supporting documents	10	
		Three (3) to five (5) relevant reference letters including the supporting documents	7	
		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>(Official Purchase Orders, or Service Level Agreement, or Appointment Letters with contact details and value of contracts)</i>			
2	Financial Capacity			15
	Bank ratings code 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. (Bank code: A)	15	
		The subject has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment. (Bank code: B)	12	
		The subject has a good record, the amount may appear high in relation to normal transactions on the account. (Bank code: C)	9	
		The financial position of the subject is modest or unknown, but where the account is satisfactorily conducted, and the subject is considered business commitments. (Bank code: D)	5	
		The amount of the enquiry is too high for the subject and terms given. (Bank code: E)	2	
		Non-submission of bank rating letter or other bank code.	0	
3	Supervisory Qualification and experience			25
3.1	Site manager's qualification in the Security Industry (Attach certified copies of qualification, i.e. certificates of site manager)	Grade A/B, Matric or Grade 12 and Post Matric qualification in Security	10	
		Grade A/B and Matric or Grade 12	7	
		Grade A/B	3	
		Non-submission	0	
3.2	Site Manager's Experience in the Security Industry (Submit curriculum vitae indicating site manager's experience in security services in terms of supervision role)	More than six (6) years' relevant experience	5	
		Between four (4) and six (6) years' relevant experience	4	
		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	
3.3	Supervisor's qualification in the Security Industry (Attach certified copies of qualification, i.e. certificates of at least three supervisors).	Grade A/B, Matric or Grade 12 and Post Matric qualification in Security	5	
		Grade A/B and Matric or Grade 12	3	
		Grade A/B	2	
		Non-submission	0	
3.4	Supervisory Experience in the Security Industry	More than six (6) years' relevant experience	5	

CRITERIA FOR EVALUATING FUNCTIONALITY				
No	Criteria	Sub Criteria		Weight
	<i>(Submit curriculum vitae of at least three supervisors indicating experience in security services in terms of supervision role)</i>	Between four (4) and six (6) years' relevant experience	4	
		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	
4	Training and Skills Development Plan			20
	Provide a detailed training and skills development Plan with time frames that cover: <ul style="list-style-type: none"> • Code of conduct and new procedures of PSIRA • Access control • Procedure and record keeping, and • In-depth knowledge on security services 	Training and skills development plan with time frames that covers code of conduct and new procedures of PSIRA, access control, procedures, and record keeping and in-depth knowledge on security services	20	
		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	15	
		Training and skills development plan with time frames that covers code of conduct and in-depth knowledge on security services	10	
		Training and skills development plan that covers in-depth knowledge on security services	5	
		No submission of Trainings and Plan or Training plan that does not cover any of the elements above	0	
	Total			100

NB: Compliance with the minimum of **70 points** is required to be considered for the next evaluation phase.

Phase 2: Site inspection

- The physical inspection will be limited to bidders who passed the minimum threshold on functionality for security guarding and cashier and cashier 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:

INFRASTRUCTURE AND EQUIPMENT VERIFICATION CHECKLIST			
No	Criteria		
1	Office Infrastructure	YES	NO
	a) Existing office structure.		
	b) Office equipment (i.e. computers, printers, cabinets, etc..)		
	c) Office staff.		
2	Control Room	YES	NO
	a) The control room's ability to contact the various guards at the facilities they are guarding.		
	b) The guards' ability to contact the Control Room and Police if required.		
	c) Power supply: two sources of power supply, preferred supply, (e.g. electricity) and an alternative ready for use.		
	d) Communication, i.e. Telephones, with alternative backup communication system dedicated as alternative and independent from the initial service.		
	e) Base radio/alternative onsite security communication: receiver and transmitter (to be tested).		
3	Security Equipment	YES	NO
	Security equipment must be presented to officials on the day of the inspection:		
	(a) Combat Uniform (branded).		
	(b) Corporate Uniform (branded).		
	(c) Rain Coats, Torches, Occurrence Books, Pocket Books and Hand cuffs/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).		
	(g) Guard monitoring system.		
	(h) Visitor management system, data retrievability, storage (backup) and accessibility to the Garden Manager and authorised campus staff.		

Stage 2:

- The second stage will evaluate the price and preference points of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE Status Level Certificate.
- In case of a Joint Venture, bidders are required to submit a consolidated B-BBEE certificate or sworn affidavit, as well as a joint venture agreement that clearly outlines each party's percentage involvement or role. "In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium".

14. 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 FSNBG 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. Any enquiries in connection with this RFT shall be submitted in writing to the following e-mail address: Sanbi.tenders@sanbi.org.za, referring to your request as: **Tender number: SANBI: G439/2022 The Provision of Security Services and Cashier Services for The Free State National Botanical Garden** as the subject.

For any technical information the following persons may be contacted:

Ms Nondumiso Magija, Garden Manager: Free State National Botanical Garden, Bloemfontein at the following email address: magija@sanbi.org.za and/or Mr Dumisi Mokoena, Deputy Director Security Services: SANBI Pretoria at the following email address: d.mokoena@sanbi.org.za

NB: The deadline for submission of enquiries is 12:00 on 02 December 2022. No feedback will be provided after the deadline.

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).

15. 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.

16. 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 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.**

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: G439/2022

NB: All documents must be clearly labelled.

Closing date for submissions: 12 December 2022 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 (G439/2022), 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. GARDEN MAP



ANNEXURE C. SUMMARY OF FSNBG 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, skate boards 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 Curator.
- 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 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 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

	1 x Cashier (including relief cashier*)	2 x Grade C Night security (including relief security guard*)	1 x Grade C Day security (including relief security guard*)	1 x Grade C Day security (ONLY – PH's & Weekends*)
(A): BASIC COSTS PER MONTH				
Basic monthly salary	R	R	R	R
Provident fund (Monthly)	R	R	R	R
Statutory annual bonus (Monthly)	R	R	R	R
UIF (Monthly)	R	R	R	R
COID/WCA (Monthly)	R	R	R	R
SUB TOTALS PER MONTH (SUM OF ABOVE) (A)	R	R	R	
(B): OTHER DIRECT COSTS AS PER PSIRA SECTORAL DETERMINATION PER MONTH				
Sunday pay premium	R	R	R	R
Public holiday premium	R	R	R	R
Leave Provision	R	R	R	R
Sick pay	R	R	R	R
Night Shift allowance	R	R	R	R
Study leave	R	R	R	R
Family responsibility leave	R	R	R	R
PSIRA "Per SO" fees	R	R	R	R
Premium allowance	R	R	R	R
Sets of uniform	R	R	R	R
Hospital Cover	R	R	R	R
Bargaining Council Levy	R	R	R	R
Long Service Bonus (5 Years average)	R	R	R	R
Training (Skill Development Levy)	R	R	R	R
Cleaning Allowance	R	R	R	R
TOTAL COSTS PER MONTH PER GUARD EXCLUDING VAT (A+B)	R	R	R	R
	X 12 MONTHS	X 12 MONTHS	X 12 MONTHS	X 12 MONTHS
TOTAL ANNUAL COSTS EXCLUDING VAT	R	R	R	

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

*Relief Security guard and Cashier is a permanent employee.

Equipment costs to include the following:

Table D2: Equipment costs (once off at start of contract)

Items or equipment	Quantity	Rand per item	Total price
Communication method: Specify what method(s) is to be used			
a) Cell phone	1		
b) Two-way Radio(s) Specify - Two-way Radios (base radio) or / and - Two-way Radios (handheld) / Push To Talk (PTT) unit	1 or / and 4		
Other Equipment			
GPS or clocking tags	8		
Rechargeable torches	2		
Taser / Shock Sticks	2		
Pepper sprays	2		
Hand Cuffs	2		
Notebooks & Pens (for 2 guards and 1 cashier)	3		
Vehicle scanner (Compatible to scan discs & drivers licenses)	1		
TOTAL			

Table D3: Total costs to SANBI

	Year 1 costs per annum	Year 2 costs per annum (9% increase*)	Year 3 costs per annum (9% increase*)	Year 4 costs per annum (9% increase*)	Year 5 costs per annum (9% increase*)	Total costs for five years
1 x Cashier <i>(from 08:30 to 17:00 daily).</i>	R	R	R	R	R	R
Total annual cost excluding VAT)						

2 x Grade C Night Security Guard <i>(from 19:00 to 07:00 daily).</i> Total annual cost excluding VAT)	R	R	R	R	R	R
1 x Grade C Day Security guard. <i>(from 07:00 to 19:00 daily)</i> Total annual cost excluding VAT)	R	R	R	R	R	R
1 x Grade C Day security (ONLY – PH's & Weekends (from 07:00 to 19:00 daily) Total annual cost excluding VAT)	R	R	R	R	R	R
Equipment (from list above) excluding VAT	R					
*overheads costs excluding VAT ^	R	R	R	R	R	R
VAT	R	R	R	R	R	R
Total costs including VAT	R	R	R	R	R	R

*9% increase is for bidding purposes only. Actual salary/wage increases will follow the sectoral wage determination formula.

*Overhead costs must be broken down as prescribed by PSIRA which must include supervision of work 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 and cashier costing per 8-hour shift

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
Grade C Night Shift	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>
Grade C Day Shift	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>
Cashier	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>

ANNEXURE E. REFERENCE DOCUMENTS

18. 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.

19. Track Record

- i. 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.
- ii. 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).

20. Supervision Qualification and experience:

- i. A 3-page CVs with supporting evidence of owner / Project manager, control room staff, shift supervisor, armed response personnel, and technicians 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
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 Curator immediately when the event occurs.	Always	Service provider
7. The malfunction of remote control, radio and/or gate be reported to Curator for approval and immediate repair/replacement.	Always	Service provider / Client
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 Alarm reports and Patrol reports.	Daily before 10:00	Service Provider
11. Submission of monthly invoice and statement. After the completion of a month's service.	The 1 st working day of each new month. Per contractual requirements	Service Provider
12. Monthly meeting with FSNBG Compliance Officer, and the Security Service Provider Site Supervisor.	1 st Monday of each month	Service Provider and SANBI
13. SLA compliance meetings with the, FSNBG Curator, FSNBG Curator's Assistant, FSNBG 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 & MITIGATION MEASURES

Table G1: Non-Compliance and mitigation measures

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

Item	Non-compliance	1 st Offence	2 nd Offence	3 rd Offence	Outcomes
7	Loss of SANBI property or theft of SANBI or Staff or guest's property	A. Failure to clock must be recorded in the pocketbook and in the OB and giving reasons	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. The service provider will be liable for replacement within two days.	A. Missing more than 5 clocking times per night shift will lead to non-payment of that security guard shift	A. Should there be a breakage or burglary and there were no clocking or clocking discrepancies, the service provider will be liable for repairs and the replacement of lost items	The service provider will be liable for repairs and replacement.
9	Vandalism of patrolling clocking points	A. A written notice of non-compliance	B. The service provider will be liable for replacement within two days	A. The service provider will be liable for replacement within two 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. Second written notice of non-compliance	A. A final written notice of non-compliance if no change after the Final written warning a contract will be terminated in line with the termination clause of the contract	The Contract of the security service provider will be terminated.

Table G2: NON-PERFORMANCE PENALTIES

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

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

ITEM	SECURITY PENALTIES		
	Prescribe Penalties for Security Personnel	Prescribe Penalties for the Service Provider	Frequency
SECURITY GUARDING AND CASHIER SERVICES:			
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 (<i>Based on outcome of the investigation</i>).	R500,00	R1500,00	Per Incident
Security Officer stealing from the client, officials or any other person on SANBI premises.	Dismissal	R2000,00	Per incident
Abuse of client resources/facilities. E.g. Official landline phone.	R500,00	R1500,00	Per Incident
Security Officer conducting patrols whilst carrying a private firearm whilst on duty.	Dismissal	R1500,00	Per Incident
Late posting of security officers/ Cashier.	R0,00	R150,00	Per Incident
Security Officer/ Cashier 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

ITEM	SECURITY PENALTIES		
	Prescribe Penalties for Security Personnel	Prescribe Penalties for the Service Provider	Frequency
Failure to update the Pocket Book as required.	R50,00	R0.00	Per Incident
There is no base / PTT radio on site where required or such radio is not in a working condition (Based on outcome of the investigation) .	R0,00	R150,00	Per Incident
Security Officer wearing earphones/headset whilst on duty.	R150,00	R0.00	Per Incident
Late submission of any required information or documentation as per agreement and specified by the organisation.	R0,00	R200,00	Per Incident
Misconduct towards the clients and officials (Based on outcome of the investigation) .	R500,00	R500,00	Per Incident
Late submission of incident and/or progress report or statement as specified without valid reason.	R0,00	R300,00	Per Incident
Lack of site visit by the Supervisor/ Operational Manager as per agreement.	R0,00	R500,00	Per Incident
Non-attendance of monthly or quarterly 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 (Based on outcome of the investigation) .	Dismissal	R500,00	Per Incident
Non-compliance with the organisational security Standard Operating Procedures (SOP's).	R150,00	R300,00	Per Incident

ITEM	SECURITY PENALTIES		
	Prescribe Penalties for Security Personnel	Prescribe Penalties for the Service Provider	Frequency
There is no cell phone on site where required or a cell phone has no airtime/data or is not working.	R0,00	R150,00	Per Incident
Security Officer is without handheld metal detector, handcuffs, firearm or bulletproof vest where required.	R50,00	R150,00	Per Incident
Service Officer is without a complete/ full uniform.	R50,00	R150,00	Per Incident
Site security personnel failed to respond to an alarm activation (Based on outcome of the investigation) .	R100,00	R0,00	Per Incident
Security Officer compromising site security by his conduct/behaviour or bringing the service into disrepute.	R1000,00	R0,00	Per Incident
Service provider bringing the service recipient name into disrepute by its conduct/behaviour.	R0,00	R2500,00	Per Incident
Guard monitoring systems			
Guard monitoring / clocking systems reported faulty and service provider takes longer than two days to attend to the problem.	R0.00	R 50.00	Per Incident
No communication between guard monitoring system and feedback to the Garden Manager for longer than two days after been reported.	R0.00	R 50.00	Per Incident
Visitor Management System			
Recovery of data if the system crashes, data is not recovered.	R0.00	R1500.00	Per Incident
With System malfunction – recovery period of not more than 48 hours, if exceeded, a daily penalty will apply.	R0.00	R250.00	Per Day per Incident
No functioning standby scanner.	R0.00	R100.00	Per Day Per Incident

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

