

Request for Tender

For the appointment of a Service Provider to provide Security Services at the Kirstenbosch National Botanical Garden Campus for a period of five (5) years

99 Rhodes Drive, Newlands, Cape Town, Western Cape Province

Tender No: G302/2018

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1. BACKGROUND

The South African National Biodiversity Institute (SANBI) requires a Security Service Provider to provide access control and protective services through guarding of the Kirstenbosch National Botanical Garden (KNBG) campus. The Security Service Provider must comply with all relevant government legislation as well as with SANBI's Terms and Conditions including those specified in the Service Level Agreement.

KNBG is one of the ten (10) national botanical gardens managed by SANBI. The main purpose of SANBI is to conserve and promote biodiversity conservation across South Africa and internationally. The garden is located at 99 Rhodes Drive, Newlands, Cape Town, Western Cape. Kirstenbosch NBG comprises a large natural estate of 528 hectares of which 38 hectares is cultivated gardens. The garden incorporates key visitor infrastructure such as 3 restaurants, a conference facility, 2 book shops, 2 gift shops, landscape design centre and an indigenous plants sales nursery and holds unique documented collections of living plants for the purposes of scientific research, conservation, recreation, display and education. The garden is responsible for managing its valuable biodiversity and visitor facilities in a way that ensures its long term sustainability.

KNBG is open to the public every day of the year from 08:00 – 18:00 (April to August) & 08:00 – 19:00 (September to March). The Garden attracts more than one million visitors a year.

Garden facilities requiring guards include:

- 4 Way Stop
- Visitors Centre
- Garden Centre Parking Area
- Garden Centre Bookshop
- Rycroft Gate
- Kirstenbosch Research Centre

2. INVITATION TO TENDER

Tenderers are hereby invited to tender for the provision of Security Services to the KNBG in its entirety. The tender process will be co-ordinated by SANBI's Supply Chain Management (SCM).

3. TENDER SPECIFICATION

See Annexure A for the Tender Specification.

KNBG requires a Security Company to provide Security Services through the guarding, access control, monitoring and securing of buildings and the premises. The main scope of the provision of Security Services to the KNBG is focused on the garden area which is 4 Way Stop, Visitors Centre, Garden Centre Parking, Rycroft Gate and Kirstenbosch Research Centre (KRC). However, the emphasis will not exclude the more remote areas of the campus.

The service provider's guards will be expected to work closely with other security or law enforcement services/agencies e.g. Neighbourhood Watch, Community Police Forums, South African Police Service, Mountain Men Security, ADT, etc. and cooperate with the Kirstenbosch National Botanical Garden emergency coordinator, Security Officers and Fire Services should a fire be detected anywhere on the premises.

The Security Service Provider is required to provide guarding services 24 hours a day, every day of the year as specified.

In addition, from time to time additional guards may be required for special functions, exhibitions or meetings to be held in the Garden and where necessary to provide additional security infrastructure and equipment.

4. COMPULSORY BRIEFING

This is compulsory and will be conducted at the time and date given below:

Date: 16 July 2018

Time: 12:00

Venue: Entrance 1, Visitor's Centre, Videorama, Kirstenbosch National Botanical Garden, 99 Rhodes Drive, Newlands, Cape Town, Western Cape.

5. SUBMISSION OF TENDER

As described in the National Treasury Instruction note on the Amended Guidelines in Respect of Bids that includes Functionality as a Criterion for Evaluation (Issued 3 September 2010), the two envelope system will be used for this bid. Service Providers are to submit one (1) pack of original proposals, marked "ORIGINAL" with pricing included in a separate envelope and three (3) packs of copies, marked "COPY" with pricing excluded in a second envelope.

NB: Financial or pricing details (Annexure C) should ONLY be included in the pack marked "ORIGINAL". Financial information included in the "copies" will lead to your bid being disqualified.

NB: Failure to submit 1 pack of original and 3 packs of copies, 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: G302/2018

NB: All documents must be clearly labelled.

Closing date for submissions is **3 August 2018 @ 11:00**

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

6. 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 KNBG 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 Ms Molatelo Matlala at the following e-mail address: M.Matlala2@sanbi.org.za or on 012 843-5235, referring to your request as:

Tender number: G302/2018 The Provision of Security Services for the Kirstenbosch National Botanical Garden as the subject.

For any technical information the following person may be contacted:

Mr Elton le Roux, Estate Manager: Kirstenbosch National Botanical Garden, at Tel: (021) 7998899 or at the following e-mail address: er.leroux@sanbi.org.za

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, the SANBI reserves the right and shall be entitled to appoint the second contractor or to re-advertise should the second tender not be acceptable.

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 be 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 be valid during the period of the contract.
- d) **Fee/cost structure as for Annexure C** including breakdowns and availability of additional staff/services on short notice (NB: **This information must only be included in the pack marked "original".** See Section 5).
- e) A proof of UIF registration or valid compliance certificate issued by the Department of Labour.
- f) A valid letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.
- g) The Company's health and safety policy and health and safety training plan.

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) A copy of the latest **Audited Financial Statement.**
- b) Safety and Security Sector Education and Training Authority (SASSETA) registration certificate as security training provider.
- c) **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
- d) **The details of the services that will be provided:** The availability of control room/s to monitor alarm activations and dispatch the armed response vehicle and staff stationed in the Garden, vehicles and other equipment to fulfil duties as per the specification.
- e) A SABS ISO 9001 Certificate
- f) **Track record/traceable references for verification purposes:** Provide the names and contact details of at least three (3) current or previous clients that have been provided with Security Services and details of similar projects completed in the past and those still running.
- g) A certified copy of valid Broad-based Black Economic Empowerment (B-BBEE) Status Level Certificate or sworn affidavit. (Failure to submit this will result in the tenderer not being awarded points).
- h) A certified copy of **Liability Insurance Cover** for the company and the amount available per claim (minimum R5 million).

Responsibility of the Service Provider:

- a) The Service Provider will be liable for its staff on site.
- b) The Service Provider is to supervise and give instructions to staff on site and to ensure that the Service Level Agreement (SLA) conditions are complied with.
- c) The Service Provider will be responsible for all his/her staff's physical safety, disciplinary and other requirements.
- d) Guards must always be in uniform, and look presentable to the public.
- e) Guards must be customer service-focused, courteous, and treat all employees of SANBI and SANBI's patrons with due respect.
- f) Guards must maintain the spirit of confidentiality of SANBI information at all times.
- g) The Service Provider shall supervise and exercise proper control over all personnel employed by him/her, and shall not hold SANBI responsible for any injury caused to the said personnel.
- h) Refer to Annexure A: Specifications for Service Provider performance management.
- i) The Service Provider will be expected to obtain and provide security clearance for the employees that are allocated for security services in the Garden.

SANBI has the right:

- a) To verify any information supplied in the tender documents.
- b) Not to appoint any Service Provider.
- c) To cancel or withdraw this RFT at any time without attracting any penalties or liabilities.
- d) 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.
- e) To have the final say in the appointment and that this will be binding.
- f) 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.
- g) To know the minimum wages paid to Security Personnel by the Service Provider.

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 (60 months) 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. It is anticipated that the contract starting date will be 1 October 2018.

11. PRICING

Based on the specifications outlined in Annexure A, give a **specific pricing breakdown** for the five (5) year contract (please include the pricing for two-way radios, or all the other items charged for in the breakdown). Salaries must be fixed for the duration of the contract.. Salaries must meet the minimum levels set by PSIRA and must be furnished under Annexure C. Bids indicating salary levels below the minimum levels set by PSIRA will be disqualified.

NB: Pricing details (ANNEXURE C) should not be included in the envelope containing the copies! (Refer to section 5)

12. COMPLIANCE REPORTS AND MEETINGS

Both the Service Provider and SANBI will enter into a SLA for monitoring and compliance purposes as per the draft attached (Annexure E) which will be signed by both parties during contracting. The SLA (Annexure E) 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:

1. The first stage will evaluate functionality according to the criteria listed in the table below:
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.
3. 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.
4. Sufficient information must be provided to allow the Bid Evaluation Committee to score bids against all these criteria.

CRITERIA FOR EVALUATING FUNCTIONALITY	WEIGHT
1. Past Experience: This refers to the experience of the Tenderer to undertake the scope of work involved in this tender. The Tenderer is required to provide details of previously undertaken work related to guarding services. 1.1 Scope and scale of current and past projects undertaken 1.2 Three traceable references (Annexure B)	30 (15) (15)
2. Team Capability: The Tenderer should demonstrate the capacity of his/her team to carry out the work required in this tender. Each CV submitted should not be longer than 3 pages in total and should be structured as follows: 2.1 Educational and professional qualifications in the security industry in relation to the role to be played in this tender 2.2 Name of previous employer/s and position in enterprise/s. 2.3 An outline of the previous relevant security projects the person has been involved in and their role in the project. Include CVs of the Managers, Site inspectors, supervisors and Control Room personnel.	20 (10) (5) (5)

3. Structure and capability of the Company:	50
3.1 Existing resources for carrying out the guarding services.	(10)
3.2 Methods of supervision and service delivery	(10)
3.3 Monitoring risk management, legal compliance with all relevant legislation.	(5)
3.4 Number of existing guards and competency of each.	(5)
3.5 Approach to staff training and performance management.	(5)
3.6 Properly equipped Control Room (at security company) for monitoring and response activation	(15)
TOTAL	100

14. VERIFICATION OF SITE

Appointment will be subject to verification of the Service Provider's Control Room, Offices, and sites where the Service Provider is currently providing similar services.

15. GENERAL HEALTH AND SAFETY REQUIREMENTS

All Contractors entering into a Contract with the South African National Biodiversity Institute shall, as a minimum, comply with the requirements of:

- 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 Health and Safety 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.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996). The principal Contractor will be required to submit a letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act before being awarded the Contract. 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).
- The South African National Biodiversity Institute Health and Safety Specification and relevant policies.

The Contractor shall:

- a. Create and maintain a safe and healthy work environment;
- b. Execute the works in a manner that complies with all the requirements of the OHSA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring; and
- c. Respond to the notices issued by SANBI's Health and Safety Agent as follows:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - 2) Contravention Notice: rectify contravention as soon as possible;
 - 3) Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

ANNEXURE A. TENDER SPECIFICATION

1. TENDER SPECIFICATION

The KNBG requires a Security Company to provide Security Services through guards, access control, the securing of buildings and the premises. The main scope of the provision of Security Services to KNBG is focused on the main garden area where visitor and staff activity takes place as well as all the visitor 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 where monitoring and patrolling is essential.

The Security Company is required to provide guarding services 24 hours a day, every day of the year as specified.

In addition, from time to time additional guards 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 and the notice period for obtaining this additional service.

2. INDUCTION, TRAINING AND PLACEMENT OF GUARDS

The Service Provider's staff members will have to undergo induction training regarding the site and the Emergency Plan for the Campus. This induction is compulsory and must be attended by the Security Company's supervisors, guards, and Management. Any new employee must first be inducted before placement on this site.

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

3. SECURITY OPERATION MANAGEMENT EXCELLENCE

- a) All shifts are 12 hour shifts and start at 05:50 for 06:00 and 17:50 for 18:00 every 24 hours.
- b) The one shift will take over from the other at any specific station to ensure continued surveillance/control.

4. ACCESS CONTROL

The guards at the control gate must:

- Assist the gate personnel whose responsibility will be to receive cash for entrance to the garden.
- Provide guarding and patrol services to the site 24 hours a day, every day of the year.

- Obtain clearance for, and register, every vehicle in the vehicle register unless the vehicle is pre-authorized by means of a valid access disk issued by SANBI.
- Obtain clearance for all pedestrian visitors or direct them to the relevant entrance gate.
- Obtain clearance for any SANBI property leaving the premises at any given time.
- Always be visible and in close proximity to the building (at the main entrance points).
- Access control duties including supplying relevant information about the garden to visitors (Entrance gate/ticket office).
- Be customer-focused, patient, 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 guards to ensure that:

- The access gates are closed and opened as per site instructions or other 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.
- Gates are closed/opened 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 behavior.

Guards will be required to control the botanical garden's internal rules and National Environmental Management Protected Areas Act, Act 57 of 2003 (NEMPA) regulations in a polite and professional manner. This includes:

- Providing information about directions of the products in the garden to patrons as may be requested, or refer patrons to SANBI personnel who may be able to assist.
- Providing assistance to SANBI Management Officer on site as it may pertain to enforcement of NEMPA regulations, security or emergency procedures.
- Not allowing balls and associated equipment onto the site.
- Not allowing bicycles, skate boards or tricycle-like toys or associated equipment onto the site.
- Not allowing sound amplification devices such as portable HiFi systems or musical instruments onto the site.
- Not allowing fires or braais, or equipment to make fires such as gas bottles firewood etc. onto the site.
- Not allowing 'drones' or similar flying equipment/devices onto the site.
- Ensuring that all patrons have either paid entrance fees, 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 a SANBI Management Officer.

5. REQUIREMENTS OF THE SERVICE PROVIDER FOR THIS CONTRACT

THE ESTIMATED NUMBER OF SECURITY STAFF REQUIRED IS MENTIONED BELOW. THIS SHOULD BE USED AS A GUIDE TO INFORM TENDER PROPOSALS:

Kirstenbosch National Botanical Garden, Rhodes Drive, Newlands, Cape Town, Private Bag X7, Claremont, 7735					
Duty Point	Position	Quantity	Job Purpose	Job Requirements	Other Security Aids
4 Way Stop	1 x Unarmed Security Guard (24/7 including public holidays and weekend)	2 (1 x Day shift and 1 x Night Shift)	Access & exit control duties including monitoring suspicious behaviour & supplying relevant information	South African, no criminal record, positive security clearance, Grade 12, PSIRA Grade C, proficient in English and service excellence.	Electronic patrol system, two way radio & landline telephone
Visitors Centre	1 x Unarmed Security Guard (7 days a week including public holidays, time 7:00 – 19:00)	Day shift x 1	Access & exit control duties including monitoring suspicious behaviour & supplying relevant information	South African, no criminal record, positive security clearance, Grade 12, PSIRA Grade C, proficient in English and service excellence.	Two way radio

Duty Point	Position	Quantity	Job Purpose	Job Requirements	Other Security Aids
Garden Centre Parking Area	1 x Unarmed Security Guard (7 days a week including public holidays, time 7:00 – 19:00)	Day shift x 1	Access & exit control duties including monitoring suspicious behaviour & supplying relevant information	South African, no criminal record, positive security clearance, Grade 12, PSIRA Grade C, proficient in English and service excellence.	Two way radio
Garden Centre Bookshop	1 x Unarmed Security Guard Period: 1 September – 31 March (7 days a week including public holidays, time 7:00 – 19:00) Period: 1 April – 31 August (Tuesdays, Saturdays and Sundays public holidays, time 7:00 – 19:00)	1 x Day shift	Access & exit control duties including monitoring suspicious behaviour & supplying relevant information	South African, no criminal record, positive security clearance, Grade 12, PSIRA Grade C, proficient in English and service excellence.	-
Duty Point	Position	Quantity	Job Purpose	Job Requirements	Other Security Aids
Rycroft Gate	1 x Unarmed Security Guard (7 days a week including public holidays, time 19:00 – 07:00)	Night shift x 1	Access & exit control duties including monitoring suspicious behaviour & supplying	South African, no criminal record, positive security clearance, Grade 12, PSIRA Grade C, proficient in English and service excellence.	Electronic patrol system, two way radio & landline telephone

			relevant information		
KRC & CBC	1 x Unarmed Security Guard (24/7 including public holidays and weekend)	2 (1 x Day shift and 1 x Night Shift)	Day Shift - Access & exit control duties & supplying relevant information Night Shift - Access & exit control duties including monitoring suspicious behaviour & supplying relevant information	South African, no criminal record, positive security clearance, Grade 12, Night Shift - PSIRA Grade C, Day Shift - PSIRA Grade B, proficient in English and service excellence.	Electronic patrol system, two way radio & (Day Shift) Landline telephone

6. LANGUAGE PROFICIENCY

All guards must be proficient in English and at least one other regional 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.

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).

8. RESPONSIBILITIES

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

- Provide Security guards as per section 5 above and in the case where additional guards are required.
- Protection Services.
- Installing, Controlling & Auditing check points where guards are patrolling.
- Ensure enough guards are trained for the site in instances where the usual guards are not available due to sickness, injury, leave or death.
- Provide access control books and Occurrence Books (OB).
- Provide rechargeable torches.
- Provide cameras and/or any other security monitoring/recording devices and equipment including the services of such where necessary.
- Provide two-way radios and register on frequency.
- Professional looking Personal Protective Equipment and/or Security uniforms for both Guards that is weather appropriate
- Ongoing training and certification where relevant.
- Where necessary, smart phones and subscriptions (capable of working e-mails and WhatsApp).
- Provide a marked vehicle for transporting guards to site to ensure guards arrive timeously.

8.2 SANBI will take responsibility for the:

- Provision, upkeep and maintenance of the guard house 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.
- Provision, upkeep and maintenance of a telephone extension at the Boom gate.
- Regular refresher communication and/or induction on garden operations where necessary.

ANNEXURE B: REFERENCE LETTER

The reference letter must be on a letterhead of a service recipient and it must include the following:

- Contract duration,
- Services rendered,
- Referee contacts,
- Value of contract and
- Whether the service recipient is satisfied with the services rendered

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

	1 x Grade C
Basic salary	R.....
UIF	R.....
Bonus	R.....
Workman compensation	R.....
Overheads costs	R.....
Total monthly cost excluding VAT	R.....
Total annual cost excluding VAT	R.....

Pricing must be fixed for the duration of the contract

Total costs to SANBI

	Total costs per annum	Total costs for five years
8 x Grade C total annual cost excluding VAT	R.....	R.....
VAT	R.....	R.....
Total costs including VAT	R.....	R.....

Pricing must be fixed for the duration of the contract

Ad hoc guards costing per shift

Grade	Daily rate including VAT
Grade C	R

ANNEXURE D. SUMMARY OF GARDEN RULES AND NEMPAA REGULATIONS

- No dogs or other pets are allowed in the garden except for guide dogs.
- No littering (bottles, plastic paper, cigarette butts). This is a bin free garden. All rubbish brought in must be taken out.
- No loud music from cars or portable devices.
- No rowdy behaviour that may disturb the peace.
- No bicycles are allowed anywhere in the cultivated part of the garden.
- No quad bikes or scramblers or any motorised vehicle on the mountain trails.
- Vandalism and defacing of walls, buildings, signage, plants (e.g. graffiti) is strictly prohibited and. Prosecutable.
- No damage to property, no removal of plants, seeds or any other plant material or animals etc.
- Feeding, disturbing or interference with any wild animals is strictly forbidden.
- Roller skates, skate boards or any other wheel mountain sport/play apparatus may be used in the garden.
- No bats or balls or any other playing that involves balls, bats, golf clubs, etc. is allowed anywhere in the garden
- No vehicles or people may stay overnight in the garden without management permission.
- No structures or shelters may be erected in the garden.
- No selling of or promotion of any goods or services may take place in the garden except at the restaurant or with prior written permission from the garden management.
- The use of the garden for private functions may only take place after written agreements and permits have been obtained by the event or function organiser.
- Professional or commercial photography and videography is only allowed if prior written permission is obtained.
- No flying of drones anywhere on the Kirstenbosch campus without prior management permission.

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

Right of admission is reserved.

ANNEXURE E. SERVICE LEVEL AGREEMENT (SLA)

TECHNICAL	FREQUENCY	ACTION
1. Timesheet register done at the beginning of each shift for each official	Daily	Service Provider
2. Day guard to clock on the patrol batons every 2 hours	Daily throughout the day	Service Provider
3. Nights guard to clock on the patrol batons every 2 hours	Nightly, throughout night	Service Provider
4. Any security breach to be recorded using red pen in the OB	Always	Service Provider
5. Night shift Guard monitoring by control room Guard to be done and recorded on OB	Always	Service Provider
6. The use of remote control for gates be safeguarded and handed over between day and night guards each day	Always	Service Provider
7. The malfunction of remote control, radio and/or gate be reported for immediate repair/replacement	Always	Service Provider / Client

ANNEXURE E (CONTINUED). SERVICE LEVEL AGREEMENT (SLA)

ADMINISTRATION	FREQUENCY	RESPONSIBILITY
8. Submission of attendance register to Security Officer	Daily before 10:00	Service Provider
9. Submission of the night OB book to Security Officer	Daily before 10:00	Service Provider
10. Submission of Clocking tags for downloading night shift guards patrol records to Security Officer	Daily before 10:00	Service Provider
11. Monthly meeting with Security Guards and Site Supervisor	1 st Monday of each month	Service Provider and SANBI
12. Monthly meeting with Curator/Estate Manager, Security Guards, Site Supervisor and Security Manager	As above	Service Provider and SANBI
13. SLA compliance meetings with the Curator, KNBG Safety and Security Manager and Owner of Security Company	Quarterly	Service Provider and SANBI
14. Investigation reports	10 days after the incident	Service Provider

NON COMPLIANCE AND MITIGATION MEASURES

Item	Non-compliance	1 st Offence	2 nd Offence	3 rd Offence	Outcomes
1	Guards not posted on duty as agreed (incomplete number of security guards per shift)	A. Replacement made within one (1) hour B. If replacement is not done within one (1) hour – the Service Provider would not be paid for the whole shift C. Verbal notice (confirmed in writing)	A. Replacement made within one (1) hour B. If replacement is not done within one (1) hour – the Service Provider would not be paid for the whole shift C. Meeting with the Curator D. Written notice of non-compliance	A. A final written notice of non-compliance B. If replacement is not done within one (1) hour – the Service Provider would not be paid for the whole shift C. Meeting with the Curator	Depending on the severity of the case, a contract may be terminated even if it is the first offence. Apart of warning and penalties, the Service Provider must rectify the deficiency within a day of notification
2	Guards intoxicated or under the influence of alcohol/drugs	A. Service Provider must replace the security guard within an hour B. If not able to replace within one hour – no payment for the whole shift	A. Service Provider must replace the security guard within an hour B. If not able to replace within one hour – no payment for the whole shift	A. Service Provider must replace the security guard within an hour B. If not able to replace within one hour – no payment for the whole shift	If this practice continues, the 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	A. A written notice for non-compliance and rectification within agreed timeframe	A. Service Provider must remove the guard immediately, and replace him/her within one hour B. If not able to replace will constitute no payment for the entire shift	A. Service Provider must remove the guard immediately, and replace him/her within one hour B. If not able to replace will constitute no payment for the entire shift	If this practice continues, the 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 Curator will call for a meeting with the Security Service Provider.
5	Guard(s) unable to carry out duties effectively	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. 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. 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 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.

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 guests property	A. Failure to clock must be recorded in the pocket book 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 was 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