SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	**Q6829/2020**	CLOSING DATE:	**05 October 2020**	CLOSING TIME:	**11:00**
DESCRIPTION	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER TO PROVIDE PHYSICAL GAURDING AT THE KWAZULU-NATAL HERBARIUM FOR THE PERIOD OF TWO YEARS.**				

NON-COMPULSORY SITE BRIEFING:

This is a non- compulsory and will be conducted at the venue, time and date given below:

Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Zozi at **S.Zozi@sanbi.org.za** and Mr. Malome Kekana at M.Kekana@sanbi.org.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Siphokazi Zozi	CONTACT PERSON	Yashica Singh
TELEPHONE NUMBER	012 843 5292	TELEPHONE NUMBER	031 202 4095
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	**S.Zozi@sanbi.org.za**	E-MAIL ADDRESS	Y.Singh@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] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED**?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
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: .....

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number:…….

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): ……

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ……

2.5 Tax Reference Number: …….

2.6 VAT Registration Number: …….

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or

(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……..……

Name of state institution at which you or the person connected to the bidder is employed : ……

Position occupied in the state institution: ……

Any other particulars:

……

……

……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……

……

……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

……..

……..

……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with **YES / NO**

the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

……...

……..….

……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……

……

……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……

……

……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ...……...

Signature Date

……. ……

Position Name of bidder

SBD 6.1

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 R500 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. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the

Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(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. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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		NO	

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		NO	

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 last 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 BIDDER(S) DATE: …….. ADDRESS …….. …….. ……..

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;

b. committed fraud or any other improper conduct in relation to such system; or

c. Failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……
Signature

……..
Date

……
Position

……..
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all quotations[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

6 Includes price quotations, advertised competitive bids, limited bids and proposals.

7 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SANBI: Q6829-2020: THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES SERVICE PROVIDER TO PROVIDE PHYSICAL GAURDING AT THE KWAZULU-NATAL HERBARIUM FOR THE PERIOD OF TWO YEARS.

_____

(Quotation Number and Description)

In response to the invitation for the quote made by:

SANBI

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation)

   (c) Methods, factors or formulas used to calculate prices;

   (d) The intention or decision to submit or not to submit, a bid;

   (e) The submission of a bid which does not meet the specifications and conditions of the bid; or

   (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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.

11. 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.

……	…….
Signature	Date
…….	…….
Position	Name

SANBI
Biodiversity for Life
South African National Biodiversity Institute

REQUEST FOR TENDER

For the appointment of a Service Provider to provide Physical Guarding at the KwaZulu-Natal Herbarium for a period of Two (2) years

4 Problem Mkhize Road, Berea, Durban

Tender No: Q6829/2020

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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 KwaZulu-Natal Herbarium, Durban 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.

The KwaZulu-Natal Herbarium is one of 11 remote sites managed by SANBI. The main purpose of SANBI is to conserve and promote biodiversity conservation across South Africa and internationally. The KwaZulu-Natal Herbarium is located at 4 Problem Mkhize Road, Berea, Durban. The property is 2 hectares and adjoins the Durban Botanic Gardens managed by the Municipality. The herbarium campus has 6 buildings, two of which are National Monuments and is surrounding by areas of garden and vegetation. One of the National Monument Buildings house archival plant material used for the identification of plants.

2. INVITATION TO TENDER

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

3. TENDER SPECIFICATION

See Annexure A for the Tender Specification.

The KwaZulu-Natal Herbarium requires a Security Company to provide guarding at night on weekdays, and day and night during weekends, public holidays and three days when SANBI closes at 10h00 for a period of two (2) years.

The main scope is to provide a physical armed guard to monitor the premises. The Security Service Provider's guards will be expected to work closely with the KwaZulu-Natal Herbarium management.

4. COMPULSORY BRIEFING

This is non- compulsory briefing session.

For technical enquiries please contact Yashica Singh at Y.Singh@sanbi.co.za

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.

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: **Q6829/2020**

NB: All documents must be clearly labelled.

Closing date for submissions is **05 October 2020 @ 11:00**

Note: E-mailed submissions will 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 KwaZulu-Natal Herbarium 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.

Quotation number: Q6829/2020 The Provision of Security Services for the KWAZULU-NATAL HERBARIUM as the subject.

For any technical information the following person may be contacted:
Dr. Yashica Singh, Manager: KwaZulu-Natal Herbarium, at Tel: (031) 2024095 or at the following e-mail address: y.singh@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) 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.
b) 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.
c) A valid copy of the Unemployed Insurance Fund (UIF) certificate of compliance issued by the Department of Labour
d) 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 or an insurer
e) The Company's health and safety policy and health and safety training plan.
f) Proof of fire arm licence

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) **The details of the services that will be provided**: The availability of control room/s to monitor the guard/s /staff stationed in the Garden, vehicles and other equipment to fulfil duties as per the specification.
c) A SABS ISO 9001 Certificate
d) **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.
e) 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).
f) A certified copy of **Liability Insurance Cover** for the company and the amount available per claim (minimum R 2.5 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. DOCUMENTATION AVAILABILITY

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

10. CONTRACT PERIOD

A two (2) year contract will be entered into with the Security Service Provider and will be reviewed based on performance from the date of commencement.

11. PRICING

Based on the specifications outlined in Annexure A, give a **specific pricing breakdown** for the two years (24 month) 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.

12. COMPLIANCE REPORTS AND MEETINGS

Both the Security 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 Security 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 60 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.

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

13. VERIFICATION OF SITE

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

14. 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 KwaZulu-Natal Herbarium requires a Security Company to provide guarding at night on weekdays, and day and night during weekends, public holidays and three days when SANBI closes at 10h00 for a period of three (3) years.

The main scope is to provide a physical armed guard to monitor the premises. The Security Service Provider's guards will be expected to work closely with the KwaZulu-Natal Herbarium management.

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 17:50 for 18:00 every day, and 5:50 for 6:00 for weekends and public holidays and the three days when SANBI closes at 10h00.

b) On weekends and public holidays, the one shift will take over from the other at any specific station to ensure continued surveillance/control.

4. ACCESS CONTROL & PATROLS

The guards must:

- Provide guarding and patrol services to the site at night every day for the three years and day shift on weekends and public holidays.
- Register every vehicle that comes on site.
- Always be visible and in close proximity to the building (at the main entrance points).
- Monitor and patrol all areas designated to him/her for patrolling.

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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.

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:

KwaZulu-Natal Herbarium, 4 Problem Mkhize Road, Berea, Durban					
Duty Point	**Position**	**Quantity**	**Job Purpose**	**Job Requirements**	**Other Security Aids**
KwaZulu-Natal Herbarium campus	Unarmed Security Guard (nightshift every day, day shift on weekends, public holidays, and three days when SANBI closes at 10h00)	2 (1 x Night Shift every day, 1 x day shift on weekends, public holidays and three days when SANBI closes at 10h00)	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

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.

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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 of toilet facility.
- Provision of remote for gate.
- Provision of operational procedures & requirements.

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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

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ANNEXURE C. PRICING SCHEDULE

	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 for 24 months
2 x Grade C total annual cost excluding VAT	**R……**
VAT	**R……**
Total costs including VAT	**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***

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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	1st 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 Manager of the Kwazulu-Natal Herbarium and Security	Quarterly	Service Provider and SANBI

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Manager and Owner of Security Company		
14. Investigation reports	10 days after the incident	Service Provider

NON COMPLIANCE AND MITIGATION MEASURES

Item	Non-compliance	1st Offence	2nd Offence	3rd 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

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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	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation.	The liability will be determined by the outcome of the internal investigation.

		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	C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs	C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs and the contract may be terminated	

Item	Non-compliance	1st Offence	2nd Offence	3rd 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. 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