GAUTENG GROWTH AND DEVELOPMENT AGENCY

INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 18 September 2026

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE GAUTENG GROWTH AND DEVELOPMENT AGENCY

BID NUMBER:	**GGDA/08/2026-27/GIDZ SECURITY**
CLOSING DATE:	**16 October 2026**
CLOSING TIME:	**11:00**
BID VALIDITY PERIOD:	**120 DAYS**
BRIEFING SESSION:	**COMPULSORY BRIEFING SESSION**
BRIEFING SESSION VENUE:	**Cnr Cote' D Azur Avenue and Bonaero Drive, OR Tambo, Bonaero Park, Kempton Park**
BRIEFING SESSION TIME:	**11h00**
BRIEFING SESSION DATE:	**2 October 2026**
DESCRIPTION:	**REQUEST FOR PROPOSAL FOR THE PROVISIONING OF PHYSICAL SECURITY (GUARDING) SERVICES AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 AND PRECINCT 2 FOR A PERIOD OF SIXTY (60) MONTHS**
BID SUBMISSION REQUIREMENTS:	**2 ENVELOPES.** **DUE TO COVID-19, WE REQUEST - SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPIES** **TECHNICAL (1 ORIGINAL HARDCOPY & 1 x USB COPY) FINANCIAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)** **(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENTS AS REQUESTED)**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: CNR COTE' D AZUR AVENUE AND BONAERO DRIVE, OR TAMBO, BONAERO PARK, KEMPTON PARK

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CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is fully completed & signed	Compulsory	
SARS Tax Compliance Status Pin	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
SBD 3.3 (Pricing schedule)	Fully completed or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2nd envelope)	
SBD 4 (Bidder' Disclosure)	Make sure it is fully completed & signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPR of 2022)	Make sure it is fully completed and points claimed are allocated as per preferential procurement goals	Compulsory	
PART D: General Conditions of Contract (	Make sure it is fully completed and signed	Compulsory	
Copy of Company Registration Documents	1. Certificate of registration, 2. Change of name certificate (if applicable) 3. Register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate: CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Certified copies of identity documents	For all current shareholders / members Include the organisational structure of the company	Other returnable	
Compulsory Briefing Session Register	Make sure you sign the register in the bidding entity's name and for JV/Consortium or Partnership, should be indicated or all parties sign register	Compulsory	

Provide a valid letter of good standing COIDA from the Department of Employment and Labour.	Proof to be submitted	Compulsory	
Company director/s to submit a valid membership with the Private Security Industry Regulatory Authority (PSIRA), either Grade A or B.	Proof to be submitted	Compulsory	
The security company must be registered with the Private Security Industry Regulatory Act (Act 56 of 2001) As proof thereof, provide the Company with a valid Letter of Good Standing from the Private Security Industry Regulatory Authority (PSIRA).	Proof to be submitted	Compulsory	

IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out, and a signature must be appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

A1: INVITATION TO BID **SBD1**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE GAUTENG GROWTH AND DEVELOPMENT AGENCY

BID NUMBER: GGDA/08/2026-27/ GIDZ SECURITY **CLOSING DATE:** 16 OCTOBER 2026 **TIME:** 11:00

DESCRIPTION: REQUEST FOR PROPOSAL FOR THE PROVISIONING OF PHYSICAL SECURITY (GUARDING) SERVICES AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 AND PRECINCT 2 FOR A PERIOD OF SIXTY (60) MONTHS

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
CNR COTE'D AZUR AVENUE AND BONAERO DRIVE
OR TAMBO
BONAERO PARK
KEMPTON PARK

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER……

POSTAL ADDRESS…….....

……....…….....……..

STREET ADDRESS…….....

TELEPHONE NUMBER CODE…… NUMBER…….....

CELL PHONE NUMBER…….....……

FACSIMILE NUMBER CODE…… NUMBER…….....

VAT REGISTRATION NUMBER…….....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES, ENCLOSE PROOF)

SIGNATURE OF BIDDER:……..DATE: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED……

TOTAL BID PRICE - **BIDDERS NOT TO COMPLETE THIS SECTION HERE BUT SUBMIT IT AS PART OF ENVELOP NO. 2 (FINANCIAL PROPOSAL)**

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

1.1 The GGDA/GIDZ considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA/GIDZ. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA/GIDZ.

2 Enquiries

2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: **tenders@ggda.co.za**, **Lorrainen@ggda.co.za** **and** **sibusisom@gidz.co.za**

2.2 Please note that the last date for request for information pertaining to this tender will be on the **9 OCTOBER 2026.**

2.3 **Bidders may not contact any other GGDA/GIDZ employee besides contact person mentioned on *Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***

2.4 All the documentation submitted in response to this tender must be in English.

2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA/GIDZ in regard to anything arising from the fact that pages are missing or duplicated.

3 Validity Period

3.1 Responses to this tender received from suppliers will be valid for a period of **120 days** counted from the closing date of the tender.

4 Submission of Tenders

4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **(TENDER REF NUMBER: GGDA/08/2026-27/GIDZ SECURITY).** The sealed envelopes must be placed in the tender box at Cnr Cote'D Azur Avenue and Bonaero Drive, OR Tambo, Bonaero Park, Kempton Park by no later than **11h00 on 16 OCTOBER 2026.**

4.2 The closing date, company name, and the return address must also be endorsed on the envelope. If a courier service company is being used for the delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that the documents are delivered
into the BID BOX.

4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to

bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

4.6 Kindly note that **GGDA/GIDZ** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

4.7 **GGDA/GIDZ** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA/GIDZ**.

4.8 GGDA/GIDZ also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.

4.9 GGDA/GIDZ also reserves the right to award this bid as a whole or in part without furnishing reasons.

4.10 GGDA/GIDZ reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.

4.11 An incomplete price list shall render the bid non-responsive.

4.12 GGDA/GIDZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the GGDA/GIDZ internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.

4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. ***N/A to this bid***

4.13 NB: All reference to GGDA/GIDZ on this bid document includes its subsidiaries who are affected by the deliverable of this bid document

4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.

4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA/GIDZ.

A.1.2 TAX CLEARANCE REQUIREMENTS SBD 2

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

1) Bidders must ensure compliance with their tax obligations.
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.
3) Application for Tax Compliance Status (TCS) PIN may be made via e-filing through the SARS website www.sars.gov.za.
4) Bidders may also submit a printed TCS together with the bid.
5) In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS / PIN / CSD number.
6) Where no TCS PIN is available but the bidder is registered on the Central Supplier Database (CSD), A CSD Number Must Be Provided.
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."

PART A2: TERMS OF REFERENCE

REQUEST FOR PROPOSAL FOR THE PROVISIONING OF PHYSICAL SECURITY (GUARDING) SERVICES AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 AND PRECINCT 2 FOR A PERIOD OF SIXTY (60) MONTHS

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1. BACKGROUND INFORMATION

The Gauteng Industrial Development Company ("GIDZ" or "Gauteng IDZ") is a subsidiary of the Gauteng Industrial Development Zone ("GIDZ") established as a special purpose vehicle to manage the establishment and operationalization of the OR Tambo International Airport Special Economic Zone programme.

The Gauteng IDZ is looking for a registered service provider to provide physical security (guarding) services with leading security and risk management experience at the following sites**:**

- **Site location no. 1:** OR Tambo International Airport Special Economic Zone Precinct 1 ("ORTA SEZ Precinct 1") located on Bonaero Drive, OR Tambo, Kempton Park, 1627. The Precinct comprises several buildings.
- **Site location no. 2:** OR Tambo International Airport Special Economic Zone Precinct 2 ("ORTA SEZ Precinct 2") located adjacent to OR Tambo International Airport, in the City of Ekurhuleni, and occupies a strategic land portion between the airport and a higher order network of national and regional movement routes (the site is at the Atlas offramp, Kempton Park). The total size of the three (3) sites is 29 ha in extent and is bordered by an industrial park in the northeast, Bonaero Park residential area in the south, and OR Tambo International Airport and Kempton Park CBD in the west.

The Gauteng IDZ is, in view of the nature of its mandate, vision, and mission, exposed to security risks, threats, and vulnerabilities. These contingencies and vulnerabilities on the premises of the ORTIA SEZ Precinct 1 and ORTIA SEZ Precinct 2 necessitate a security structure responsible for safeguarding of human lives (staff, visitors, service providers, etc.), property, ORTIA SEZ assets, personal belongings, and information. An effective security service is crucial for the Gauteng IDZ to execute on its mandate effectively and efficiently without any breach of security.

It is against this background that the Gauteng IDZ requires a security service provider for five (5) years to secure the premises until the full scope of the Precinct security service complement is ultimately rolled out."

The GIDZ wishes to appoint a capable security company to provide a 24-hour guarding service, 7 days a week, at the ORTIA SEZ Precinct 1 and ORTIA SEZ Precinct 2.

The objective of the contract is to ensure that the GIDZ has a cost effective and quality security service contract in place for its mentioned facilities and sites under its management and/or ownership.

To provide a quality security service within the limitation and legal requirements as set out and required by legislation and customer requirements and to ensure the security within the facilities is maintained at a high standard to ensure the safety of all users.

The service provider will make themselves thoroughly acquainted with all aspects of the premises, including, but not limited to the nature thereof and all matters that may influence the security requirements.

The output specifications are set out on the scope of work.

MAP – JEWELLERY MANUFACTURING PRECINCT (JMP)
GPS Coordinates: 26.1156° S, 28.2505° E

2. SCOPE OF WORK

The purpose of security service is to prevent the unauthorized access of persons and vehicles and the bringing in of any dangerous objects at the ORTIA SEZ PRECINCTS 1 and 2 in order to safeguard the people, the property and assets, premises, vehicles, the bidder must execute the service in terms of the following Legislation:

i. The application of the Control of Access to Public Premises and Vehicle Act.
ii. The application of the relevant sections of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986)
iii. Section 13 of the Constitution regarding violations must be avoided.
iv. The Firearms Control Act 60 of 2000,relevant and applicable sections.
v. Private Security Industry Regulation Act 56 of 2001 a) Protection of Information Act 84 of 1982 b) Trespass Act 6 of 1959 c) Occupational Health and Safety Act 85 of 1993 d) National Key Points Act, Protection of Personal Information Act 4 of 2013.
vi. Other services may include but are not limited to:
    - Guarding the Precincts,
    - Registering and controlling visitors,
    - Event security,
    - Precinct surveillance through CCTV in observation rooms
    - Building access control,

- Patrol guards,
- Armed response team offsite,
- Remote monitoring of the site i.e. The Control Room of the Service Provider providing back-up monitoring of specific site cameras.

It must be noted that it is expected that the Site manager will be stationed at the ORTIA SEZ Precinct 1 and will manage the other remote site from the initial post. Monitoring of the water supply and pump station within the Precinct during routine patrols.

The appointed bidder will be required to provide 24-hour guarding service, 7 days a week to the following sites:

2.1 ORTIA SEZ Precinct 1

Total Precinct Size: 7.5ha (75,000m²) which consists of two parts a Northern Section and a Southern Section.

The security officers must perform the following duties:

- Provisioning of 24-hour guarding and patrolling security service ONLY, 7 days a week at the ORTIA SEZ Precinct 1, located within the property boundaries of the OR Tambo International Airport on Bonaero Drive, OR Tambo, Kempton Park.
- Taking over responsibilities of authorized officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).
- Responsible for access control, guarding of premises, patrolling of premises, escorting of VIPs & service providers where necessary, protection of personnel, protection of property, protection of ORTIA SEZ assets and staff's personal belongings, protection of visitors and their personal belongings, protection of information, respond to incidents and alarms, and execute other security functions as required by the Security Services Manager at the GIDZ.
- Recording of incidents/events in an occurrence register and report such incidents / events to the GIDZ personnel responsible for security. Bring any security deficiencies or problems or crime risks to the attention of the Security Services Supervisor and or the Security Services Manager recording such shortcomings in a relevant register i.e., Electronic Occurrence Register (EOR).
- Enforcing the GIDZ security policy (systems and procedures).
- Conducting after-hours inspection to identify any security risks at the ORTIA SEZ Precinct 1 facilities. The inspection shall include checking at and around these areas: workstations, meeting rooms, kitchens, server rooms storerooms, guard posts, etc.
- Enforcing the SOP's / Site instructions as provided by the client.
- Controlling of locks and keys.
- Operating electronic security devices.

2.2 ORTIA SEZ Precinct 2

Total Precinct Size: 29ha (290,000m²) which consists of three sites:

ORTIA SEZ Precinct 2's service requirements will differ from that of ORTIA SEZ Precinct 1 such that ORTIA SEZ Precinct 2 *ONLY* requires the guarding and patrolling of the vacant land which has a clear-view perimeter fence installed, and the site currently running a construction project.

The security officers must perform the following duties:

- Provisioning of 24-hour guarding and patrolling of the perimeter, 7 days a week at the ORTIA SEZ Precinct 2, located adjacent to OR Tambo International Airport, in the City of Ekurhuleni, and occupies a strategic land portion between the airport and a higher order network of national and regional

movement routes (the site is off Atlas offramp, Kempton Park).

- Taking over responsibilities of authorized officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).

Responsible for access control, guarding of premises, patrolling of premises, protection of property, protection of ORTIA SEZ Precinct 2 assets and to execute other security functions as required by the Security Services Manager at the GIDZ.

- Recording of incidents/events in an occurrence register and report such incidents/events to the GIDZ personnel responsible for security. Bring any security deficiencies or problems or crime risks to the attention of the Security Services Supervisor and or the Security Services Manager recording such shortcomings in a relevant register i.e. Electronic Occurrence Register (EOR).
- Enforcing the ORTIA SEZ Precinct 2 security policy (systems and procedures);
- Conducting after-hours inspection to identify any security risks at the ORTIA SEZ Precinct 2 facility.
- Controlling of locks and keys after construction project is completed.

2.3 Services Applicable, but not limited to:

2.3.1 Conduct Investigation

- The Service Provider's management and supervisors must be able to perform criminal investigations and successfully report and present these in a court of law.
- Security staff shall actively support the investigation function by:
  - Properly securing crime scenes and protecting evidence
  - Proper investigation of incidents and accidents related to non-conformance (s)
  - Collection of relevant information and accurate presentation of these in internal hearing seating and, if necessary, in a court of law

2.3.2 Contingencies and Emergency Requirements

- The service provider shall as part of this tender submission provide contingency plans for dealing with emergency situations. This will include but not be limited to:
  - Backup support capacity services and channels for requesting backup.
  - response and/or lead times
  - emergency management including facilitating evacuations, immediate firefighting, crowd control, access control, administering first aid,
  - Assisting in disaster management and liaison with local authorities and emergency services etc.

2.3.3 Communication

- As the service provider represents GIDZ in executing its duties, the interaction with visitors, and tenant employees and how such communication is handled is of utmost importance. Professionalism must always be displayed. The service provider must have a communication and training programme for all its staff and handling of visitors and tenants. The training programme should put more emphasis on customer service.
- The service provider must have and develop a communication process for reporting emergencies to GIDZ designated personnel, and emergency services i.e. Police, Ambulance, Fire Brigade, etc.

2.3.4 Security staff requirements

- Security staff must have valid registration with Private Security Industry Regulatory Authority (PSIRA).

- Documentary proof to be available and presented to the GIDZ before the commencement of the service contract. Should the service provider's trained personnel leave the site, the company

remains responsible to ensure continuity without disruption, i.e. well-trained personnel should be used for replacement.

- Security services are to be provided Monday to Sunday (24/7/366).

2.3.5 Security Risk Assessment

- The service provider will undertake a security risk assessment, within the scope of this tender to identify and resolve by means of a plan of action for the two (2) GIDZ sites within two (2) weeks of the commencement of the contract and provide a report to the client.
- The risk assessment must be conducted every six (6) months or upon request.
- The output of the risk assessment should address the following:
  - Recommendations for clients and service providers that could improve safety and security.
  - Schedule monthly meetings and reports on routine issues.

2.3.6 Labour Force and Supervision

- The Security Service provider is required to pay its employees no less than the minimum stipulated Grade remuneration set out in the Sectorial Determination and all benefits thereof. The GIDZ reserves the right to audit the remuneration paid to security guards as per the sectorial determination.

2.3.7 Tools and equipment

- The service provider shall provide the necessary tools and equipment as indicated in the relevant schedule.

2.3.8 Special Terms & Conditions

2.3.8.1 Bidders must provide the names, identity numbers, and street addresses of all directors, stakeholders, and members or partners of, their companies or close corporations or partnerships, respectively as the case may be.

2.3.8.2 The prospective service provider must be a South African registered entity and controlled entity, and all its security officers must be South African citizens in possession of valid South African identity (ID) documents or smart cards.

2.3.8.3 On award, bidders must consent to signing a Declaration of Confidentiality regarding any of ORTIA SEZ and/or concession clients' information handled by the service provider.

2.3.8.4 Additional security officers who will be utilised for ad hoc purposes at ORTIA SEZ premises shall also undergo the necessary security screening conducted by the State Security Agency (SSA) and/or South African Police Services (SAPS).

2.3.8.5 Bidders will be expected to comply with the National Key Point Act/Critical Infrastructure Protection Act (CIPA) 8 of 2019, as amended within six (6) months after appointment. (NKP Accredited).

2.3.8.6 Minimum public liability insurance of R10 million.

2.3.8.7 Valid letter of good standing from COIDA. Failure to provide a valid letter of good standing will lead to disqualification.

2.3.8.8 Valid letter of good standing with Security Provident Fund or reputable Private Provident Fund.

2.3.8.9 Ability to provide Armed Response call out, by dispatching a roaming vehicle.

2.3.8.10 Certified Copy of Valid Firearm Licenses for the company, together with the Licenses of the Firearms.

2.3.8.11 Human Resources structure of the Bidder's company with its management, on implementing the requirements of GIDZ.

2.3.8.12 Experience of five years and more, in protecting a National Key Point site, and/or high-risk Critical Infrastructure, or Vital Installation with a minimum of five references.

2.3.8.13 Proven experience of five years and more in crime intelligence capabilities and investigations.

2.3.8.14 ORTIA SEZ has the right to conduct site visits to all short-listed bidders.

2.3.9 WORKING HOURS

The appointed service provider will adhere to industry hours and the requirements as stipulated in the Labour Relations Act for a 2 x 12-hour shift as follows:

- Day Shift : 06:00 - 18:00
- Night Shift : 18:00 - 06:00

<u>Personnel requirements in terms of security services at ORTIA SEZ Precinct 1:</u>

- Security officers' requirements reflected on the pricing schedule.

<u>Note:</u> The number of security officers indicated on the pricing schedule below is the reflection of ORTIA SEZ Precinct 1's current requirements. The GIDZ reserves the right to increase or decrease the number of security officers as and when security requirements change.

<u>Personnel requirements in terms of security services at ORTIA SEZ Precinct 2:</u>

- Day Shift during Weekdays, Weekends, and public holidays (12/7 Day Shift only)
- Night Shift during Weekdays, Weekends, and public holidays (12/7 Night Shifts only)

<u>Note:</u> The number of security officers indicated above is the reflection of ORTIA SEZ Precinct 2's current requirements. The GIDZ reserves the right to increase or decrease the number of security officers as and when security requirements change.

3. BACK UP ARMED RESPONSE

Security officers on site must be armed but extra armed guards should be made available upon request. The Company to render services at the ORTIA SEZ must have a back-up armed response to be used on an ad hoc basis and/or upon request.

4. SECURITY EQUIPMENT ORTIA SEZ Precinct 1

#	Equipment Type	Day	Night	Qty
	Double Cab 4x4 Trans-Axle	Use both day and night for patrols and armed response up to a max of 4000km per month		1
	Rapid Response (Armed Response Service)	In case of emergency call up		1
	Handcuffs			10
	Batons			15
	K9 (Dog) Including Kennel, Vet Records, food, and grooming	Night Deployment		1
	Digital Patrol System per site (provide automated reports and track movement of guards)			1
	Torches	Rechargeable or With Rechargeable batteries and charging units		10

	Pepper Spray (To be used by unarmed guards)	To be used by unarmed guards	30
	Occurrence Books	Books for all checkpoints and to be replenished	5
	Reflector Vests (Once off)	To cover all the guard-force	
	Semi-Automatic Rifles or equivalent		3
	9 mm Pistol (Automatic)		7
	1 x 12-gauge shotgun		1
	Security Radios (PTV Radio – Example)	Operational 24 hours, rechargeable	10
	Bullet Proof Vests		22
	Mobile phone loaded with sufficient airtime and data	GIDZ Control Room & Security Operations 24/7	2
	Reflector Vests		31

5. SECURITY EQUIPMENT ORTIA SEZ Precinct 2

Type	Quantity
Guard Hut (Temporary)	1
PTT Two-Way Radios – Long Range to connect with Precinct 1 (PTV Radio, example)	3
Security patrol vehicle	1
Pepper Spray	3
Battery-operated/Rechargeable handheld torches	3
Batons	3
Set of Handcuffs	3
Occurrence Book	1
Portable Toilet (Temporary)	1
Reflector vests (Once Off)	6

Note: All the above equipment must always be kept on site (ORTIA SEZ Precinct 1 & 2) for the duration of the contract and fully operational. The equipment must be quoted in the bid proposal. If not quoted, the GIDZ shall not allow fee/cost adjustments after the award.

6. UNIFORM

All security officers on site must be dressed in the bidder's corporate and/or industrial uniform suitable for all seasons as follows:

- **Winter uniform**: Security officers are to be issued with warm clothing e.g., long coats, jerseys, gloves, scarves etc. to enable them to function with ease.
- **Summer uniform**: matching trousers and jacket/ blazer, long sleeve shirts, tie, black shoes, socks, and pull-over jersey
- **Name tags**: each security officer must be issued with a name tag as part of the uniform.
- **PSIRA card:** Each security officer must have a valid PSIRA card.

Note: The uniform must be changed at least twice a year as the season changes or as when it is required. In terms of the PSIRA pricing structure, uniform pricing must be included in the price for each security officer.

7. TRAINING

The service provider is responsible for the training of security officers for the duration of the contract. The training will entail, and not limited to refresher courses, CCTV Operations, fire prevention & evacuation procedures, First Aid, Event Management, Crowd Management, Communications, Customer Service, and the Capability to conduct investigations.

NOTE:

- The GIDZ reserves the right to request proof of training for each security officer as and when required during the duration of the contract.
- Detailed duties/tasks of security officers at each security post will be provided to the successful service provider.
- The service provider will also be expected, on an ad hoc basis, to perform other security functions as required at the ORTIA SEZ Precincts. These functions may be expected to be performed outside the ORTIA SEZ Precinct 1 when a need arises.

8. PERIODIC SCREENING

The Precinct to be protected is a High-Security Environment, handling sensitive commodities, etc.

- It would be required that security screening be conducted for all the guards/officers to be deployed.
- Random screening tests would be required on the 'as-and-when basis,' by GIDZ.

9. PROJECT TIMELINES CONTRACT DURATION

The appointed service provider(s) will be required to commence with service rendering on the date to be agreed upon with the GIDZ for a period of five (5) years. The GIDZ reserves the right to terminate the contract should the quality of service not be maintained to the service levels agreed to with the bidder.

10. GENERAL REQUIREMENTS

10.1 Format of communications

Communication between the GIDZ and the service provider shall be by e-mail and telephone.

10.2 Key personnel

State requirements for a schedule of key personnel/schedule of contact particulars of key personnel, if required, and state when the schedule is to be submitted. Attach proformas of such documents to the end of the scope of work.

10.3 Management meetings

Monthly management meetings shall be held at the ORTIA SEZ Precinct 1. Dates for the said meetings will be agreed upon.

10.4 Forms for contract administration

The contract would be entered into subject to the signing of the Service Level Agreement by both parties.

10.5 Daily records

The service provider must provide the GIDZ with daily security reports for ORTIA SEZ Precinct 1 before 10 am daily.

10.6 Professional indemnity insurance

The successful bidder will be required to have a public liability of R10 000 000 and insurance of ten million (R10mil) for claims purposes of any theft, damage, or loss incurred by GIDZ under the security management of the service provider.

The GIDZ would not be held responsible in any way for the damages, losses, theft of equipment, or any valuables of the contractor or injury of his/her while on site or in the execution of their duties. The service provider will be held responsible for damages to items caused by them at ORTIA SEZ Precinct 1.

Service provider staff must be willing to undergo polygraph testing if necessary.

BID EVALUATION CRITERIA

In line with the Preferential Procurement Regulation 2022 (PPR, 2022). The evaluation of responsive Tender offers will be the **80/20 or 90/10 preference point system** in line with the Preferential Procurement Regulations, 2022. **The lowest acceptable tender will be used to determine the applicable preference point system.**

The procedure for the evaluation of responsive tenders will be as follows: -

1st Stage – Administrative and Compulsory Compliance (Compulsory Compliance and Other Key Returnable)
2nd Stage- Pre-qualification Criteria Mandatory
3rd Stage – Functionality/Technical Evaluation
4th Stage – Price & special goals (for bidders who met the minimum required functionality points)

1st Stage – Administrative Compulsory Compliance

Admin compliance will cover all the requirements as per the bid document, which include review of all the submitted documents and required information in adherence to the tender specification.

- Bidders must attend the compulsory site briefing as indicated above. Tenderers who do not attend the compulsory pre-bid meeting/site meeting will be disqualified. The attendance register must be completed and will be used as proof of the bidders' attendance.
- Bidders must fully complete and sign all Standard Bidding Documents (SBD 1, SBD 4, and SBD 6.1), which form part of the tender document.
- In the case of joint ventures and consortia, a detailed agreement must be attached as part of the submitted tender document, which must be signed by all parties to the agreement detailing the percentage (%) split between the parties and portion/s of work to be shared.
- Bidders must fully complete and sign the General Conditions of Contract.

NB: Failure to meet the administrative compliance criteria stipulated above will be disqualified from further evaluation.

2nd Stage – Pre-Qualification

The following prequalification criteria apply:

- Submit a Valid Letter of Good Standing (**COIDA**) from the Department of employment and Labour.
- valid Public Liability Insurance of minimum **R10 million** (Copy to be submitted with the bid by closing date)

- The security company must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). As proof thereof, provide a valid Letter of Good Standing from the Private Security Industry Regulatory Authority (**PSIRA**), confirming the Company Status with PSIRA.
- **Company director/s** to submit a valid membership with the Private Security Industry Regulatory Authority (PSIRA), either Grade A or B.
- **The bidder must submit the following documentation from the Private Security Sector Provident Fund:**
    - Proof of payment to the Fund for the three most recent months at the time of bid submission, namely June, July and August 2026.
    - Confirmation of registration with the Private Security Sector Provident Fund.
    - Employer Status Confirmation Letter – Section 13A.
    - A Contribution Schedule reflecting a minimum of 25 employees registered by the bidder with the Fund.

NB:

- Failure to meet the mandatory pre-qualification criteria stipulated above will be disqualified from further evaluation.
- Take note that submitted information will also be **verified online** with the relevant Authority, as second-line confirmation.
- Documents that need to be certified by SAPS or Commissioner of Oath, the certifying period should not be longer than 3 months from the date of the closure of this Tender. Please ensure that the stamps do not cover the validity period of the certificate, or any other important information required to validate the document.

C1.3. Stage 3 - Functionality Evaluation

As per the detailed criteria table below - the following functionality points will apply during the evaluation process and the Bidder must please refer to it in compiling their submission:

Functionality / Quality Criteria	Evidence/ Supporting information required	Maximum Points	Points Scored
1. METHODOLOGY AND WORK PROGRAMME OF CONTRACT EXECUTION • Detailed proposal on how the bidder proposes to execute the contract as per the scope of work bearing in mind the two Precincts 1 and 2. ❖ **Proposal to include the following points, as mentioned under the 'Scope of Work' – How are you going to executive these Aspects:** - Programme of Recruiting & Deployment of the Guarding Force/Squad, to meet the required number of guards. **(3 points)** - Registering and controlling of visitors (Precinct Access control) **(3 points)** - Event security, Plan to protect events, High Delegate Functions **(3 points)** - Perimeter Protection through surveillance with CCTV in observation rooms **(3 points)** - Buildings access control (individual and isolated buildings, controlling of persons moving within the Precinct **(3 points)** - Deploying and controlling of Patrolling guards, patterns, tactics, etc. **(3 points)** - Offside Armed response team, (Deployment Plan on Armed Response) **(3 points)** - Precinct remote offsite monitoring **(3 points)** i.e. The Control Room of the Service - Provider providing back-up monitoring of specific site cameras, as advised by the Client **(3 points)** - Overseeing execution of the Contract in protecting the Precincts. **(3 Points)**	**Provide a detailed proposal with all aspects mentioned in the Methodology and Programme.**	**30 Points**	
2. CRIME INTELLIGENCE CAPABILITY • **Crime Information Analysis:** - crime information analyses with dates 5 years and more **(4 points)** - crime information analyses with dates more than 3-4 years **(3 points)** - crime information analyses with dates 1-2 years **(2 point)** - crime information analyses with dates less than 1 year **(1 points)** - No information on Analysis **(0 points)** • **Suspects identified in the process of gathering information:** - 10 and more suspects **(4 points)** - 5-9 **(2 point)** - 2-4 (**1 points)** - 0-1 (**0 points)** • **SAPS Case numbers & Police Stations: (To support arrests done)** - 10 and more related SAPS case numbers with Police Station names **(4 points)**	**Provide details showing crime intelligence capabilities and experience =**	**20 points**	

Functionality / Quality Criteria	Evidence/ Supporting information required	Maximum Points	Points Scored
- 5-9 related SAPS case numbers with Police Station names **(3 point)** - 2-3 related SAPS case numbers with Police Station names **(2 points)** - 0-1 related SAPS case numbers with Police Station names (**1 points**) - 0 SAPS Case number(s) **(0 points)** • **Period of Case Numbers:** - 5 years old and more case numbers **(4 points)** - 3-4 years old case numbers **(3 point)** - 1-2 years old case numbers **(2 points)** - less than 1 year old case numbers **(1 points)** - No information provided **(0)** • **Collected information and linkages to arrest(s):** - demonstration of linkages done on intelligence collected and successful arrest(s) **(4 points)** - demonstration of linkages done on intelligence collected, and no arrest(s) **(2 point)** - no demonstration of linkages done on intelligence collected (**0 points**) **N.B: GIDZ Reserves the Right to verify Case Numbers with SAPS.**			

Functionality / Quality Criteria	Evidence/ Supporting information required	Maximum Points	Points Scored
3. EXPERIENCE OF THE TENDERING ENTITY FOR RENDERING SECURITY SERVICES **Bidders to indicate capability of providing a service at a National Key Point (An Area declared by the Minister in terms of the National Key Point Act 102 of 1980 / Critical Infrastructure Protection Act) or High Security Environment.** **The experience will be measured through Reference Letters.** **High Security Environment:** • **Critical Infrastructure:** e.g. Power Stations (nuclear/thermal), water reservoirs, telecommunication hubs). (CIPA) • **High Value Assets:** e.g. Diamond mines, minting facilities, central banks, bullion storage. • **Sensitive Information:** e.g. Security Intelligence Hubs, Forensic laboratories. • **Public Safety:** e.g. Airports, Petrochemical Refineries. Gases **Contactable references for similar work done within a Declared National Key Point environment, or High Security Environment, and high value commodities; provide written testimonials of each reference not older than 5 years.** o 5 x Reference Letters **(5)** and with 5 corresponding purchase orders/award letter **(5)** = **(10 points**) o 4 x Reference Letters **(4)** and with 4corresponding purchase orders/award letter **(4)** = **(8 points)** o 3 x Reference Letters **(3)** and with 3 corresponding purchase orders/award letter (**3)** = (**6 points)** o 2 x Reference Letters **(2)** and with 2corresponding purchase orders/ award letter (**2)** = **(4 points)** o 1 x Reference Letter **(1)** and with 1corresponding purchase order **(1)** = **(2 point)** o No Reference Letter and no corresponding purchase order/ award letter = **(0 Points)** **NB:** **Reference Full points will be allocated as per the requirement above, i.e. Reference Letter and the Award Letter/Purchase Order Document.**	• **Signed copies of reference letters with contact details on the company letterhead confirming similar work as per tender scope** • **Bidder to attach award letter/ or Purchase order to each reference letter.** **NB: GIDZ reserves the right to contact these references directly and without your intervention and if your reference does not confirm the information provided, the**	**10 Points**	

Functionality / Quality Criteria	Evidence/ Supporting information required	Maximum Points	Points Scored
High-Value Commodities: High-risk, high-intrinsic-value assets, raw materials, or refined products requiring enhanced access control, specialised handling, strict chain-of-custody protocols, and elevated physical and technical security frameworks to prevent theft, loss, or diversion. **Examples:** • **Precious Metals & Minerals:** Refined gold bullion, rough and polished diamonds, platinum group metals (PGMs), and rare earth elements. • **Critical Infrastructure & Industrial Metals:** Copper cabling, structural steel, transformer oils, high-capacity electrical components, and rail track infrastructure. • **Bulk Industrial & Commercial Goods:** High-grade fuel/petroleum products, specialized machinery, high-density electronic hardware, and pharmaceutical supplies. • **Regulated & Bonded Freight:** High-duty commercial cargo, bonded goods in transit, and sensitive state or research equipment.	**reference letter will not be considered.**		

Functionality / Quality Criteria	Evidence/ Supporting information required	Maximum Points	Points Scored
4. Firearm Compliance ➢ **Company Firearm Compliance License** o A valid license in the name of the company to handle and operate firearms. - Company/Business Firearms License (Section 20 FCA) (**10 Points)** - Armoury & Storage Compliance (SABS Standards) **(5 Points)** - Guard Competency – PFTC Statement of Results (**10 points**) - SOP for Reg. 21, issue/return, and ammo control registers **(5 Points)** **NB: Business License carries all FCA Requirements.** ➢ **10 x Valid Firearm Licenses** o 10 x valid firearm licenses **= (10 Points)** o 9 x valid firearm licenses **(9 Points)** o 8 x valid firearm licenses **(8 Points)** o 7 x valid firearm licenses **(7 Points)** o 6 x valid firearm licenses **(6 Points)** o 5 x valid firearm licenses **(5 Points)** o 4 x valid firearm licenses **(4 Points)** o 3 x valid firearm licenses **(3 Points)** o 2 x valid firearm licenses **(2 Points)** o 1 x valid firearm licenses **(1 Point)** o 0 x firearm license **(0 Point)**	**Please attach the Valid Company Firearm License to operate and handle firearms.** **Please attach 10 x Valid Firearm Licenses - (Licenses can be for Pistols and/or Rifles)**	**30 Points** **10 points**	
Total Functionality / Quality		**100**	
NB: The bidder should achieve a minimum score of <u>70 points</u> under functionality to be able to be evaluated further on Price and special goals as per preferential system			

<u>PLEASE NOTE:</u> The minimum threshold for the functionality evaluation is 70 points. The Tenderers that do not meet this minimum threshold will not proceed to the 4th Stage – Price and special goals of evaluation.

4th Stage – Price and special goals

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & Preferential Procurement Special Goals.

The GGDA/GIDZ will apply the 80/20 or 90/10 Preference Point System in accordance with Regulation 4 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

The points will be allocated as follows:

PREFERENCE POINT SYSTEM	POINTS	POINTS
Price	**80**	**90**
Specific Goals (refer to SBD 6.1)	**20**	**10**
Total points for Price and Preference Points	**100**	**100**

Specific Goals Requirements:

	Preferential Procurement Goals	**Yes/No**		**Weight = 20 points if R50 000 000 and less or Weight = 10 points if above R50 000 000**
		Number of Points		
1	B-BBEE Status Level of Contributor 1	20	10	
2	B-BBEE Status Level of Contributor 2	15	5	
3	B-BBEE Status Level of Contributor 3	10	3	
4	B-BBEE Status Level of Contributor 4	5	2	
	TOTAL POINTS	**20**	**10**	
	PRICE			**= 80 points if R50 000 000 and less or 90 points if above than R50 000 000**
	TOTAL PREFERENTIAL PROCUREMENT GOALS & PRICE			**100**

THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Tenderers are required to submit proof of their B-BBEE Status Level of Contributor to substantiate their B-BBEE rating claims. **Failure to comply with the following requirements will result in the bidder forfeiting B-BBEE preference points:**

1. An Exempted Micro Enterprise (EME) is required to submit a valid sworn-affidavit confirming their annual total revenue of R10 million or less and level of black ownership.
2. A Qualifying Small Enterprise (QSE), which is at least 51% black owned, is required to submit a valid sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership.
3. A Qualifying Small Enterprise (QSE) which is less than 51% black owned is required to submit a valid B-BBEE Status Level Verification Certificate including a valid sworn-affidavit declaring their annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end.
4. Bidders who do not qualify as EMEs and QSEs as outlined above must submit valid BBBEE Status Level Verification Certificates.
5. Public entities and tertiary institutions must submit valid BBBEE Status Level Verification certificates.
6. A trust, consortium, or joint venture must submit a valid consolidated B-BBEE status level verification certificate for every separate bid.

Please note:

- B-BBEE Status Level Verification Certificates must be issued by an Agency accredited by SANAS and must be valid
- Sworn Affidavits for (EME's and QSE's) as outlined in 1 and 2 above must be submitted by bidders in support of their B-BBEE level should comply with the Department of Trade, Industry and Competition (DTIC) format or Companies and Intellectual Property Commission (CIPC) format which can be found on the respective DTIC and/or CIPC websites.
- Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BVA number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee default.
  - The relevant BVA may be contacted to confirm whether such a certificate is valid.

FINANCIAL PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2ND ENVELOP)

SBD 3.3

PRICING SCHEDULE

(Professional Services)

THIS COSTING MODEL MUST NOT BE MODIFIED, AND IF RETYPED, ALL LINE ITEMS TO BE LISTED AS STATED BELOW.

CLIENT GAUTENG IDZ

SITE NAME ORTIA SEZ PRECINCT 1

PROPOSAL DESCRIPTION MANPOWER PROVISION

MANPOWER				Year 1 * 12 months			Year 2 * 12 months			Year 3 * 12 months			Year 4 * 12 months			Year 5 * 12 months		
Resource PSIRA Grade	DAYSHIFT/ NIGHTSHIFT	QTY	SHIFT	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM
Grade A	06h00-18h00	1	Monday-Friday															
Grade B	06h00-18h00	7	Monday-Sunday															
Grade B	18h00-06h00	6	Monday-Sunday															
Grade C	06h00-18h00	12	Monday-Sunday															
Grade C	18h00-06h00	5	Monday-Sunday															
TOTAL MANPOWER PRICE PER MONTH (excl. VAT)																		

SECURITY EQUIPMENT		Year 1 * 12 months			Year 2 * 12 months			Year 3 * 12 months			Year 4 * 12 months			Year 5 * 12 months		
DESCRIPTION	**QTY**	**PRICE PER UNIT**	**TOTAL PRICE PER MONTH**	**TOTAL PRICE PER ANNUM**	**PRICE PER UNIT**	**TOTAL PRICE PER MONTH**	**TOTAL PRICE PER ANNUM**	**PRICE PER UNIT**	**TOTAL PRICE PER MONTH**	**TOTAL PRICE PER ANNUM**	**PRICE PER UNIT**	**TOTAL PRICE PER MONTH**	**TOTAL PRICE PER ANNUM**	**PRICE PER UNIT**	**TOTAL PRICE PER MONTH**	**TOTAL PRICE PER ANNUM**
LM6 Assault Rifles	3															
1 x 12-gauge Shotgun	1															
9mm Pistol	7															
Bullet Proof Vests	22															
Double Cab 4x4 Trans-Axle (4000km included per month (R4.84 per km in excess)	1															
Armed Response Service (Rapid Response)	1															
Handheld metal detector	4															
K9 (Nightshift only incl. K9 kennel, vet records, food, grooming)	1															
Battery-operated/Rechargeable handheld torches	10															
Batons	15															
Handcuffs	10															
Reflector Vests (Once off)	31															
Cellphone Contract with sufficient airtime	2															
TOTAL SECURITY EQUIPMENT (excl. VAT)																

Table B: Labour and Security Equipment Cost: ORTIA SEZ Precinct 2

THIS COSTING MODEL MUST NOT BE MODIFIED, AND IF RETYPED, ALL LINE ITEMS TO BE LISTED AS STATED BELOW.

CLIENT GAUTENG IDZ

SITE NAME ORTIA SEZ PRECINCT 2

PROPOSAL DESCRIPTION
MANPOWER PROVISION

MANPOWER				Year 1 * 12 months			Year 2 * 12 months			Year 3 * 12 months			Year 4 * 12 months			Year 5 * 12 months		
Resource PSIRA Grade	DAY SHIFT/ NIGHT SHIFT	QTY	SHIFT	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM
Grade C	06h00-18h00	2	Monday-Sunday															
Grade C	18h00-06h00	2	Monday-Sunday															
TOTAL MANPOWER PRICE PER MONTH (excl. VAT)																		

		Year 1 * 12 months			Year 2 * 12 months			Year 3 * 12 months			Year 4 * 12 months			Year 5 * 12 months		
SECURITY EQUIPMENT		PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM
DESCRIPTION	QTY															
Guard Hut	1															
Double Cab 4x4 Trans-Axle (4000km included per month (R4.84 per km in excess)	1															
PTT Two-way Radios	2															
Pepper Spray	2															
Batons	2															
Set of Handcuffs	2															
Occurrence Book	1															
Portable Toilet	1															
Battery operated/Rechargeable handheld torches	3															
Reflector Jackets	4															
TOTAL SECURITY EQUIPMENT (excl. VAT)																

	Year 1 * 12 months			Year 2 * 12 months			Year 3 * 12 months			Year 4 * 12 months			Year 5 * 12 months		
CONSOLIDATED COST *(Cost Driver)*	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM
Manpower															
Security Equipment															
Total Price Manpower plus Security Equipment (excl. VAT)															
VAT at 15%															
Total Price (incl. VAT)															

<u>Note:</u> The Security fee must be inclusive of all costs associated with rendering the service i.e., officers' salary (incl. Public Holiday Rates etc.), relievers, Provident Fund, UIF training, transport, uniform, shift allowance, and all relevant guidelines as provided by PSIRA, tools, etc.

Table B: Total Bid Price

CONSOLIDATED COST	PRECINCT 1	PRECINCT 2	PRECINCT 1 & 2
(Cost Driver)	Price	Price	Total Price
Manpower			
Security Equipment			
Total Price Manpower plus Security Equipment			
VAT at 15%			
Total Price (incl. VAT)			

PART B
DECLARATION OF INTEREST

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

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

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (CHOOSE ONLY IF APPLICABLE)

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

a) Any single contract with imported content exceeding US$10 million.

Or

b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2-year period which in total exceeds US$10 million. Or

c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million or

d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required the following steps will be followed:

(a) the contractor and the DTI will determine the NIP obligation;
(b) the contractor and the DTI will sign the NIP obligation agreement;
(c) the contractor will submit a performance guarantee to the DTI;
(d) the contractor will submit a business concept for consideration and approval by the DTI;
(e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
(f) the contractor will implement the business plans; and
(g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number_____ **Closing Date**_____

Name of Bidder_____

Postal Address_____

_____

Signature_____**Name** _____**Date**_____

PARTC

–

PREFERENCE POINT SYSTEM

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS		POINTS
PRICE	80	**OR**	90
SPECIFIC GOALS	20		10
Total points for Price and SPECIFIC GOALS	**100**		**100**

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor 1	10	20		
B-BBEE Status Level of Contributor 2	5	15		
B-BBEE Status Level of Contributor 3	3	10		
B-BBEE Status Level of Contributor 4	2	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

……

PART D

D1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

1.1 "The Board" means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC

1.2 "Chief Executive Officer" ["CEO"] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;

1.3 "Contract" shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;

1.4 "Contractor(s)" means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;

1.5 "Cost of materials" means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;

1.6 "Final delivery certificate" means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods, or services appear in good order and have been accepted;

1.7 "Letter of acceptance" means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor's bid subject to the further terms and conditions to be itemized in the contract;

1.8 "Local contents" means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;

1.9 "Local goods" means goods wholly or partly produced or manufactured or assembled in the Republic

1.10 "GGDA/GIDZ" shall mean Gauteng Growth and Development Agency;

1.11 "Order(s)" means an official letter issued by GGDA/GIDZ calling for the supply of goods pursuant to a contract or bid;

1.12 "Signature date" and in relation to any contract, means the date of the letter of acceptance;

1.13 "Bid" means an offer to supply goods/services to GGDA/GIDZ at a price;

1.14 "Bidder" means any person or body corporate offering to supply goods to GGDA/GIDZ;

1.15 "Termination date" in relation to any Contractor means the date of the final delivery certificate;

1.16 "Value added" means that portion of the bid price not constituting the cost of materials;

1.17 "Warranties" means collectively any, and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicate a contrary intention: -

2.2 An expression which denotes

- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

3. I/we hereby bid:

3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA/GIDZ;

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I/we agree further that:

4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA/GIDZ during the validity indicated and calculated from the closing time of the bid;

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

5. notwithstanding anything to the contrary:

5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, GGDA/GIDZ may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA/GIDZ.

5.2 in such event, I/we shall then pay to GGDA/GIDZ any additional expense incurred by GGDA/GIDZ for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

5.3 GGDA/GIDZ shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid

or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA/GIDZ may retain such monies, guarantee or deposit as security for any loss GGDA/GIDZ may sustain, as determined hereunder, by reason of my/our default;

6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay GGDA/GIDZ legal costs on an attorney and own client basis;

6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;

7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;

8. I/we accept full responsibility for the proper execution and fulfilment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

9. Notwithstanding full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.

11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company) ……

Postal Address ……

Physical Address …….

Contact Person ……

Telephone ……

Fax Number ……..

Types of business ……

Principal business ……

Activities ……

12. The bidder hereby offers to render all or any of the services described in the attached documents to GGDA/GIDZ on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).

13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA/GIDZ during the validity period indicated and calculated form the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness an validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

16. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

D2: GENERAL CONDITIONS OF CONTRACT (GGDA/GIDZ)

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
(ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA/GIDZ.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid and contract documents.

(iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

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GENERAL CONDITIONS OF CONTRACT (GGDA/GIDZ)

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.

1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Day” means calendar day.

1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.8 ”Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.10 “GCC” means the General Conditions of Contract.

1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.

1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.14 “Order” means an official written order issued for the rendering of a service.

1.15 “Project site,” where applicable, means the place indicated in bidding documents.

1.16 “The client” means the organization purchasing the service.

1.17 “Republic” means the Republic of South Africa.

1.18 “SCC” means the Special Conditions of Contract.

1.19 “Services” means that functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the service provider covered under the contract.

1.20 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client;

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

10. Transportation

10.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

11. Incidental Service

11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
(b) furnishing of tools required for assembly and/or maintenance of the rendered service;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
(d) performance, supervision, or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
(e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.

12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

16. Assignment

16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

17. Subcontracts

17.1 The service provider shall notify the client in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.

18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

(a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
(b) if the service provider fails to perform any other obligation(s) under the contract; or
(c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

20.4 If the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the service provider and / or person restricted by the client;
(ii) the date of commencement of the restriction; and
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for insolvency

22.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the client shall pay the service provider any monies due the service provider.

24. Limitation of liability

24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and

(b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

25. Governing language

25.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

26. Applicable law

26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

27.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice

27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

28. Taxes and duties

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

29. National Industrial Participation (NIP) Programme

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED – if not fully completed and signed, bidder will be disqualified on admin stage)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S) DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER

VAT REGISTRATION NUMBER

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON:

TELEPHONE NUMBER:_____**FAX NUMBER :**_____

CELLPHONE NUMBER:

E-MAIL:

TYPES OF BUSINESS:

PRINCIPAL BUSINESS ACTIVITIES:

ANNEXURE A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

July 2010

DOWNLOADABLE ON TREASURY WEBSITE

INTEGRITY PACT FOR BUSINESSES

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	**National Anti-Corruption Hotline**
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11. CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12. LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	GGDA/08/2026-27/GIDZ Security
Date	