



GAUTENG
LEGISLATURE
Your View ~ Our Vision

INVITATION TO BID

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE GAUTENG PROVINCIAL LEGISLATURE FOR A PERIOD OF 36 MONTHS

BID NO: GPL 010/2023

COMPULSORY VIRTUAL BRIEFING SESSION: 16 AUGUST 2022 @ 10:00AM

CLOSING DATE: 29 AUGUST 2022

TIME: 11:00 AM

These are documents required for this bidding. Should the bidder fail to submit the following documents, the bid will be disqualified automatically:

Item	Description	Mandatory	Submitted	
			Yes	No
1	Technical Proposal	Yes		
2	Invitation to bid (SBD1): completed and signed	Yes		
3	Pricing Schedule (Firm Pricing) SBD 3.3	Yes		
4	Declaration of interest (SBD 4) Original completed and signed.	Yes		
5	Did you submit copies of full Company Registration documents?	Yes		
6	Did you submit copies of South African IDs' for Directors?	Yes		
7	Did you submit your company profile?	Yes		
8	Did you submit a detailed CSD report and SARS Issued PIN?	Yes		
9	Did you submit one (1) hard copy bid proposal	Yes		
9.1	Did you submit one (1) USB.	Non-mandatory Basic compliance		
10	The Bidder must possess all the required licenses, registrations (such as Private Security Agencies as per law valid at least for 6 to 12 months from the date of the closure. These licenses and registrations include the following			
10.1	PSIRA Registration: The service provider and its directors must be registered with PSIRA and must be in good standing. <i>Valid for 6 to 12 months from date of closure</i>			
10.2	NKP Registration: The service provider must be National Key Point registered with the National Key Point Section of the South African Police Services. <i>Valid for 6 to 12 months from date of closure</i>			
10.3	Workmen's Compensation: The Service Provider must be registered and in good standing (i.e., complaint with COIDA). <i>Valid for 6 to 12 months from date of closure</i>			
10.4	Unemployment Insurance Fund (UIF): The Service Provider must be registered and in good standing. <i>Valid for 6 to 12 months from date of closure</i>			

11	<p>Joint Venture / Consortium agreement / Trust Deed (if applicable):</p> <ul style="list-style-type: none"> • Did you submit all documents for all parties of the Joint Venture/Consortium/Trust Deed? ✓ Certified copies of shareholders certificates ✓ Certified copy of Company Registration documents ✓ Certified copy of ID documents of the Directors or Members 	Yes		
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Service Provider's Name:
Completed by:
Signature:



**INVITATION TO BID
(SBD1)**

Section 2

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG PROVINCIAL LEGISLATURE (GPL)

BID NUMBER:	GPL 010/2023	CLOSING DATE:	29 AUGUST 2022	CLOSING TIME:	11H00 AM
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DESCRIPTION **APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE GAUTENG PROVINCIAL LEGISLATURE FOR A PERIOD OF 36 MONTHS**

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

NO. 10 FRASER STREET, SAGE BUILDING (CORNER HELEN JOSEPH & FRASER STREET), 1ST FLOOR, SAGE CENTRE, JOHANNESBURG

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Ms AMUKELANI MALULEKE	CONTACT PERSON	Mr VUYANI FANTI
TELEPHONE NUMBER	(011) 498-5859	TELEPHONE NUMBER	(011) 498-5953
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	amaluleke@gpl.gov.za	E-MAIL ADDRESS	vfanti@gpl.gov.za

PLEASE NOTE THAT ALL ENQUIRIES SHOULD BE IN WRITING. NO TELEPHONIC ENQUIRIES WILL BE ATTENDED TO. E-MAILS SHOULD BE FORWARDED TO BOTH Ms MALULEKE AND Mr FANTI FOR WRITTEN RESPONSES

SUPPLIER INFORMATION

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

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

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

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:



**Compulsory Virtual Briefing Session
(Declaration of Attendance)**

Section 3

BID NUMBER: GPL010/2023

BID DESCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE GAUTENG PROVINCIAL LEGISLATURE FOR A PERIOD OF 36 MONTHS

BID CLOSING DATE: 29 AUGUST 2022 **CLOSING TIME:** 11H00am

BRIEFING SESSION: YES

Applicable: YES

Compulsory: YES

Venue: Microsoft Teams

Date: 16 AUGUST 2022 **Time:** 10h00am

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the GPL to supply all or any of the supplies and/or to render all or any of the services described in the attached bid documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED AT THE COMPULSORY BRIEFING SESSION AS UNDERSTOOD.

<p>SIGNATURE OF BIDDER OR ASSIGNEE(S)</p> <p>.....</p>	<p>DATE:</p>
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Position

Name Bidder

Name of Company.....

SIGNATURE OF GPL OFFICIAL

DATE:

3.1 DOCUMENTS

- 3.1.1. Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the service provider organisation responsible for leading the bid process and to whom all correspondence should be directed.
- 3.1.2. The bid shall be signed by a relevant company representative who has the relevant authority to sign legal and binding contracts on behalf of the company.
- 3.1.3. If any part of this bid is not duly filled in and signed in ink it may invalidate the bid.
- 3.1.4. Where alterations have been made to any part of the bid, the bidder must sign next to (Correction ink/Tippex is not allowed).
- 3.1.5. All bids must be submitted on the official forms (not to be re- typed or altered). The bidder must initial all the pages of this bid to acknowledge acceptance of understanding. The signed bid must be returned with the proposal.
- 3.1.6. The company, its Directorship and personnel assigned will be subject to vetting by GPL's Security Services. A register of will be requested of the successful company.
- 3.1.7. The bidder must certify that the personnel identified in its response to this bid will be the persons assigned to GPL. Any changes in the personnel from those identified in the response to the Bid must be approved by GPL. GPL may, at its discretion, require the removal and replacement of any of the bidder's personnel who do not perform adequately.

3.2 SUBMISSION OF BID PROPOSAL

- 3.2.1 This bid must be submitted in accordance with the format, times and place as prescribed in the bid document.
- 3.2.2 All responses must conform to instructions. Failure to provide relevant information, signatures or any other requirements of this bid will be considered appropriate cause for rejection of the response and will result in instant disqualification.
- 3.2.3 Proposals must be submitted with the sections and/or subsections clearly marked. All pages must be numbered consecutively.
- 3.2.4 No faxed or e-mailed copies will be accepted.

3.3 BID RESPONSES

- 3.3.1 Bidders' responses must be laid out in the format prescribed in this section.
- 3.3.2 Sections must be clearly labelled as follows:

3.3.2.1 Service Provider Contact Details

- Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the bidding organisation responsible for leading the bid process and to whom all correspondence should be directed.
- Who, within the service provider's organisation, will be authorised to conduct the contract negotiations and sign the eventual contract.

3.3.2.2 Service Provider Profile

- Bidder's name and address
- Company / organisation structure
- Commencement date of business
- Certificate of Incorporation

3.3.2.3 Pricing Structure

- Prices must be quoted in South African currency and must be inclusive of Value Added Tax (VAT).
- Bidders are further requested to indicate their price in all elements listed on the pricing schedule below.
- Pricing on the pricing schedule is for comparative purposes.
- Prices must remain fixed for the duration of the contract. The pricing schedule must be completed. (SBD 3.3 pricing schedule to be downloaded with the bid documents)
- The total costs must be inclusive of all costs such as delivery, labour rates, Transfer of skills etc.

3.3.3 Quantity of Bids to be Submitted

3.3.3.1 Every prospective bidder must submit one (1) Bid proposal and (1) USB.

3.3.3.2 This Bid document, proposal and all other relevant documentation requested must be submitted in one sealed envelope or sealed box. (except for Financial proposal and all references where bidders' costs are displayed in this document, please put this in a separate envelope)

3.3.3.3 Bids must be clearly marked on the front as follows: Bid No: GPL010/2023

3.3.3.4 Bids must be clearly marked **on the back** as follows:

- **Bidders Name & Bidders Address**
- **Bidders Contact Numbers**

3.3.3.5 Bid documents may be couriered by registered mail or deposited in the tender box situated at:
**No 10 FRASER STREET, SAGE BUILDING
(CORNER HELEN JOSEPH & FRASER STREET)
1ST FLOOR, JOHANNESBURG**

3.4 ACCESSIBILITY OF THE TENDER/BID BOX

3.4.1 The Bid box can be accessed for twenty-four (24 hours). Monday to Friday (including Week-ends and Public Holidays), at, **No 10 FRASER STREET, SAGE BUILDING (CORNER HELEN JOSEPH & FRASER STREET)
1ST FLOOR, JOHANNESBURG**

3.4.2 Bidders must ensure that bids are delivered in a timely manner and to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must allow sufficient time to access the tender box in the GPL through the visitor's entrance and other security checkpoints.

3.5 TIME FRAMES

3.5.1 Bidders are advised that GPL reserves the right to change any of the dates indicated in the bid document.

3.6 OWNERSHIP OF PROPOSALS

3.6.1 All proposals in response to this bid, whether successful or unsuccessful, will become the property of GPL.

3.6.2 Any costs incurred by the service providers in preparing and submitting their response will be the sole responsibility of the service provider.

3.7 BID VALIDITY PERIOD

3.7.1 This bid and all proposals (costs included) shall remain binding and valid for a period of 120 days calculated from the closing date of the Bid. Gauteng Provincial Legislature (GPL) reserves the right to notify bidders in writing to extend the above validity period for another 30 days if deemed necessary and in the interest of Gauteng Provincial Legislature (GPL). Any additional extension after the above days, Gauteng Provincial Legislature (GPL) will request approval from bidders.

3.8 JOINT VENTURES OR CONSORTIUM

3.8.1 A Copy of the Trust, Consortium or Joint Venture agreement duly signed must be attached.

- 3.8.2 Ensure one responsible lead Bidder in the case of a consortium or joint venture.
- 3.8.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level certificate.

3.9 DISCOUNTS

- 3.9.1 When calculating comparative prices, GPL will consider any discounts which have been offered unconditionally.
- 3.9.2 A discount which has been offered conditionally will be implemented when payment is effected despite not being considered for evaluation purposes.

3.10 GENERAL REQUIREMENTS

- 3.10.1 Prospective bidders may submit their questions to Amaluleke@gpl.gov.za or contact the person assigned to deal with enquiries on the advertisement for this bid.
- 3.10.2 Any costs incurred by the bidders in preparing and submitting their response to the Request for Bids (RFB) will be the sole responsibility of the bidder.
- 3.10.3 GPL may request bidders to provide additional pricing information to be utilised for comparative purposes during evaluations.
- 3.10.4 GPL reserves the right to invite short-listed bidders to make a presentation to GPL's bids evaluation committee to further clarify or substantiate their submissions.
- 3.10.5 GPL reserves the right not to award this bid in total, or part thereof.
- 3.10.6 GPL reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder if such bidder has been awarded a bid by GPL or has performed services for GPL during the last 12 months prior to the closing date of the bid.
- 3.10.7 GPL reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.
- 3.10.8 The successful bidder/s will enter into a stipulated contract with GPL for the provision of the required service.
- 3.10.9 The successful bidders, their employees and their sub-contractors must comply with GPL security clearance.
- 3.10.10 The successful bidders must be willing to sign confidentiality or non-disclosure agreement.
- 3.10.11 All items supplied by the successful bidder/s must meet the minimum approved requirements of the South African National Standards.
- 3.10.12 All items supplied by the successful bidder/s must be manufacturer guaranteed.
- 3.10.13 All relevant clearances and/or memberships must be submitted to GPL upon the renewal throughout the duration of the contract.
- 3.10.14 In the event where the order was wrongly printed, the service provider must be able to exchange goods or cancel the order as per the GPL's request.

3.11 CENTRAL SUPPLIER DATABASE REQUIREMENTS

- 3.11.1 Bidders should register on the Central Supplier Database (CSD) to upload information namely, (Business Registration/Directorship/Membership/Identity Numbers/Tax Compliance Status and Banking Information for verification purposes) B-BBEE Certificate or sworn affidavit for B-BBEE.
- 3.11.2 This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2017, Financial Management of Parliament and Provincial Legislatures Act of 2009 and the Financial Management of Parliament and Provincial Legislature Regulations of 2015, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
- 3.11.3 GPL cannot award contracts to provide goods and/or services to a Member of GPL or Cabinet, a Member of a Provincial Legislature or Member of a Provincial Executive Council, a municipal councillor, a person in the employ of the state/government whose participation in bidding for the contract may result in a conflict of interest, or any entity in which any of the mentioned persons is a Director or has controlling or other substantial interest.

3.12 VISITS / MEETINGS / INSPECTION

- 3.12.1 As part of the adjudication process, GPL may request certain providers to organise a visit to an existing facility under the management of the service provider to gain an understanding of the provider's service standards.
- 3.12.2 GPL may require presentations or meetings with bidders, at the cost of bidders, as part of the evaluation process to provide further information, submission of substantiating documentation or clarification to GPL as deemed necessary.

3.13 AWARD OF BID

- 3.13.1 The award of this Bid by the Secretary to GPL shall constitute a binding contract, and such acceptance shall be by means of a letter.
- 3.13.2 The Secretary to GPL may award this Bid to more than one successful Bidder, either in full or in part.
- 3.13.3 GPL reserves the right not to award this contract.
- 3.13.4 Service Level Agreements will be concluded with the successful service provider.

3.14 SUBCONTRACTING

- 3.14.1 A bidder shall not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.14.2 A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.14.3 In relation to a designated sector, a contractor must not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

3.15 SUBCONTRACTING AFTER AWARD OF TENDER

- 3.15.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 3.15.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 3.15.3 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3.16 FRONTING

- 3.16.1 The GPL supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the GPL condemns any form of fronting.
- 3.16.2 The GPL, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition (the dtic), be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the GPL may have against the bidder / contractor concerned.

3.17 SECURITY AND OCCUPANCY

- 3.17.1 Where applicable, All the areas covered by this contract fall within areas defined in the relevant Security and Access Acts as "Restricted Areas" and all of the provisions of these Acts will apply to this contract.
- 3.17.2 Where applicable, all buildings involved in this contract are subject to stringent access control for all personnel and for materials delivered to and removed from the site. In addition, all workmen and staff on site or in any way involved in this contract are subject to prior security clearance. Bidders will be required to submit a list of the minimum sufficient persons required affecting the work on site plus those directly involved on site with this

contract. If any person is rejected for security reasons Bidders will be required to replace them on their list. If the Bidder is ultimately unable to offer personnel with satisfactory security clearance his Bid may be rejected on such grounds.

- 3.17.3 Any person rejected by the SAPS for failing to meet the security requirements, inclusive of security clearance, wandering away from an escort or from the immediate contract area, or any misconduct on the site will immediately, without any recourse by the Contractor, be removed from site and refused re-entry to site. This refusal to site shall be in addition to any legal action the SAPS may institute.
- 3.17.4 Successful Bidder will be required to hand in to the GPL Security Unit within 48 hours after being requested, following formal acceptance of the Bid, the following information:
- Full names of each of the persons intended to be utilised on site, including supervisory staff.
 - Position in firm plus service to be performed.
 - Intended areas they will be working in.
 - A copy of Identification Document, certified as a true copy of the original by the SAPS. Such document shall be the original certified copy.
 - Home address.
- 3.17.5 Bidders are recommended to have such documentation, both for their own staff and for their Sub-contractors, if applicable, available prior to the closing date of Bids so as to minimise delays in security clearance of personnel once the Bid is awarded.
- 3.17.6 Any time lost due to delays in submitting the called for list of personnel required entering site, the rejection of personnel on the list, or the subsequent removal and banning from site of personnel will not be accepted as motivation for extension of the contract period.
- 3.17.7 Such clearance shall remain valid for a period not exceeding 12 months and shall only apply for one project at a time.

3.18 SAFEGUARDING OF DOCUMENTS

- 3.18.1 All documents will be individually numbered on issue and records kept as to what documents have been issued to whom.
- 3.18.2 All documents issued to sub-contractors or suppliers must be signed for, and such sub-contractors and suppliers must also accept responsibility for the safeguarding of such documents while they are in their possession.
- 3.18.3 All documentation shall be strictly handled as set out in the SSA Minimum Information Security Standards (MISS), a copy of which shall be provided to the successful contractor at the time of site hand over.
- 3.18.4 It will be the main contractor's responsibility to familiarise themselves with the MISS document and make sure his personnel and sub-contractors are advised accordingly.

3.19 BID CANCELLATION

- 3.19.1 GPL may amend or cancel this Bid before the award should it deem it necessary.
- 3.19.2 GPL may before the award of a bid, cancel a bid if – but not limited to:
- due to changed circumstances there is no longer need for the goods and services specified in the invitation.
 - funds are no longer available to cover the total envisaged expenditure
 - no acceptable bid is received; or
 - there is a material irregularity in the bidding process
 - there is material change of scope after the tender has closed.

3.20 DELIVERY ADHERENCE

- 3.20.1 Delivery of goods must be made in accordance with the instructions appearing on the official Purchase Order issued by GPL.
- 3.20.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery/milestone has been affected.
- 3.20.3 Deliveries not complying with the order forms will be returned to the supplier or service provider's expense

1) IF THE BIDDER IS IN PARTNERSHIP / JOINT VENTURE / CONSORTIUM.

We the undersigned partners / joint ventures / consortium, tendering as

.....
.....

hereby authorize

to sign this Bid as well as any contract resulting from this Bid and any other documents correspondence in connection with this Bid and/or contract on our behalf.

FULL NAMES:..... CAPACITY

SIGNATURE

2) IF THE BIDDER IS A ONE PERSON BUSINESS / SOLE TRADER.

I, the undersigned

hereby confirm that I am the sole owner of the business trading as

.....

3) IF THE BIDDER IS SUB-CONTRACTING.

I, the undersigned

hereby confirm that I will be sub-contracting work to the following company/companies

.....

.....

If more than 25% of the contract/work you enter into GPL is to be subcontracted, indicate the following details:

Sub-contractor's name	Value of work to be sub-contracted	% of work to be sub-contracted	BBBEE Level of the sub-contractor

I/WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE FIRM ACKNOWLEDGE THAT:

- 1) The information furnished is true and correct.
- 2) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of GPL that the claims are correct.
- 3) If the claims are found to be incorrect, GPL may, in addition to any other remedy it may have –:
 - a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - b) 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;
- 4) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the Bid.
- 5) I hereby undertake to render services described in the attached Bidding documents to GPL in

- 6) accordance with the requirements and task directives / proposals specifications stipulated in this Bid proposal at the price/s quoted. My offer/s remains binding upon me and open for acceptance by GPL during the validity period indicated and calculated from the closing date of the Bid.
- 7) I confirm that I have satisfied myself as to the correctness and validity of my Bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 8) I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 9) Declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
- 10) I confirm that I am duly authorised to sign this contract.

DECLARATION

I hereby agree that, in the event of false, incorrect or misleading information being provided in this declaration, the Secretary to GPL shall have the right to:

- recover any losses or damages sustained by GPL under such agreement
- restrict the supplier from further business with GPL depending on the materiality of the misrepresentation and the degree of prejudice suffered.

Name of Representative: _____

Identity number: _____

Signature: _____ Date: _____

COMMISSIONER OF OATHS

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at _____ on this the _____ day of _____ 20____, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON
STAMP
NAME & SURNAME:
DESIGNATION/RANK:
PERSAL/EMPLOYEE NO/SERVICE NUMMBER:
PLACE/DATE:

The Gauteng Provincial Legislature (Gauteng Legislature, GPL) is one of nine provincial legislatures in South Africa, which are a product of extensive negotiations that gave shape to the 1996 Constitution. The Constitution empowers the Legislature to make laws for Gauteng, oversee that the Gauteng government works efficiently and honestly, and ensure that the people of Gauteng participate in the running of their province.

The Legislature moved from Pretoria to Johannesburg in 1994 after the first democratic elections in 1994 and following a decision to move the Government of the Gauteng Province. The Johannesburg City Hall opened as the Gauteng Legislature's new home on 21 October of 1995.

HOW THE GAUTENG LEGISLATURE IS COMPOSED

The Legislature is a House comprising the speaker (who heads up the organisation) and Members of the Provincial Legislature (MPLs) from various political parties, allocated per the vote of the Gauteng Province. Political parties get seats in the Legislature through a system of proportional representation – meaning, the party with most votes gets the majority of MPLs in the House.

The Constitution empowers each of the nine provincial legislatures to make laws that apply uniquely to each of their provinces. MPLs divided into portfolio committees conduct the business of the House. Each committee is attached to a provincial government department (or cluster of departments) in the Provincial Government and enhances the department's ability to deliver services through advisory, monitoring and oversight.

Standing committees deal with diverse issues (other than government departments). These committees consider Bills and other matters referred to them either by the Speaker or the House.

Ad hoc committees work with various experts to matters that need specialised expertise. The Legislature's administration staff complement gives operational support to the committees. The administrative wing of the Legislature is headed by the provincial secretary (or secretary to the legislature).

LEGISLATURE OVERSIGHT'S ROLE

MPLs consider Bills placed before them by the provincial executive, comprised of the Premier of Gauteng and the Members of the Executive Council (MECs). MPLs debate Bills, budgets, statements and speeches by MECs in committee meetings or in plenary sessions of the Legislature. Committees have the power to summon MECs and Department officials to answer questions relating to service delivery in the Province. The MECs must be prepared to answer hard questions on how they are delivering a better life to the people of Gauteng. Committees can also undertake investigations into activities by government departments and such investigations are often open to public scrutiny.

The Legislature allows the people of Gauteng to participate in law-making and oversight processes. **It is a Constitutional requirement that the Provincial Legislature affords Citizens an opportunity to partake in legislative processes – and this is an obligation that the Gauteng Provincial Legislature has vigorously embraced.**

LAW MAKING

New legislation starts out as a Bill, which is carefully discussed to ensure that it is relevant to the needs of the Province, clear, practical and in line with the Constitution. MPLs also receive submissions from the people of Gauteng on matters of concern to the Province, which may require specific legislation to be instituted. MPLs can also initiate legislation individually, as can any of the Legislature's standing committees.



Specifications & Terms of Reference

Section 6

SPECIFICATIONS & TERMS OF REFERENCE

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE GAUTENG PROVINCIAL LEGISLATURE FOR A PERIOD OF 36 MONTHS

1. BACKGROUND

- 1.1. The Gauteng Provincial Legislature is a constitutionally enshrined institution that represents the public in processes of governance. The powers, functions and responsibilities of Provincial Legislatures are specifically set out in Chapter 6 of the Constitution. The legislative powers of Provincial Legislatures are defined by Section 114 of the Constitution.
- 1.2. The Gauteng Provincial Legislature is housed in the City Hall Building. The building is located on the corner of Helen Joseph and Rissik Street. The building is a heritage building which is more than 100 years old. The building is a 5-storey building approximately 45,000 m² in size.
- 1.3. The precinct comprises of the following: -
 - 1.3.1. Main building
 - 1.3.2. City Hall
 - 1.3.3. West Wing
 - 1.3.4. Duncan Hall & offices
 - 1.3.5. Harry Hofmeyr Parking
- 1.4. Some of the business units are located in Sage Centre Building on the 1st, 2nd, 5th, 6th, 7th and 8th floors and approximately 150m away from the main precinct.
- 1.5. The Security Services to the precincts and facilities is provided by the South African Police Services and a private security company. The provision of security services to the GPL precinct and facilities must therefore comply with national legislation, national security policy and security standards which includes the following: -
 - 1.5.1. National Key Point Act
 - 1.5.2. Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
 - 1.5.3. Regulations of Gathering Act 205 of 1993.
 - 1.5.4. Fire-arms Control Act, 2000 (Act 60 of 2000) and Regulations
 - 1.5.5. Minimum Physical Security Standards (MPSS)
 - 1.5.6. The Private Security-Industry Regulation Act, 2001 (Act No. 56 of 2001)

2. PURPOSE

The purpose of the Terms of Reference (ToR) is to invite qualified and suitable service providers to submit proposals with regard to the provision of security services to GPL for a period of 36 months.

3. OBJECTIVE

The objectives of this ToR is to provide prospective service providers with opportunity to present GPL with best suitable options, both in terms of price and quality whilst ensuring that services provided to the GPL precinct and facilities follow prescribed legislation, regulations, norms and standards.

4. ROLES AND RESPONSIBILITY

4.1 Role of the GPL

- 4.1.1 To provide prospective service providers with adequate information to understand and respond to GPL's requirements in respect of security services provision to the GPL precinct and facilities.
- 4.1.2 Monitor the service of the appointed service provider and subject such a service to review and application of penalties where applicable.

4.2 Role of the Service Provider

- 4.2.1 Respond to the requirements of the GPL as per the scope of work and **Annexure A**
- 4.2.2 Provide trained security personnel required by GPL to perform duties at the premises occupied by GPL (i.e., main building, City Hall and Sage Centre).
- 4.2.3 Provide security services on the property of GPL including but not limited to patrolling of premises, access control, control of assets, personnel and/ or members of the public escorting where required and protection from and/ or to buildings and general crime prevention measures as agreed upon.
- 4.2.4 Adhere to the specific duties of security personnel and Standing Operating Procedures (SOP's).
- 4.2.5 Develop and submit the SOP's setting out the specific duties of the preferred Service Provider's security personnel at least 1 week before the security services commence (This SOP's may be amended from time to time, with the agreement of both parties).
- 4.2.6 Submit weekly and monthly reports
- 4.2.7 Attend contractual meetings monthly and as when needed.
- 4.2.8 Submit NKP training plans and results thereof.
- 4.2.9 Submit all security officers' files for NKP audit.
- 4.2.10 Install own fire safe for own fire arms.
- 4.2.11 The Service Provider shall report to the Manager: Safety and Security

5. SCOPE OF WORK

5.1. Access Control

5.1.1. Suitable service provider must be able to provide access control services to prevent unauthorised access of persons, vehicles and the bringing in of any dangerous objects on to the GPL's occupied properties as well as to safeguard the people, the property and the premises.

5.1.2. Day to day security services

5.1.2.1. Provide security services and requisite personnel (including relief staff) to safeguard the premises, occupants, vehicles and the contents thereof in terms of the following acts: -

- 5.1.2.1.1. The application of the Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4, as well as; C5.
- 5.1.2.1.2. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51
- 5.1.2.1.3. Section 13 of the Constitution regarding violations must be avoided.
- 5.1.2.1.4. The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- 5.1.2.1.5. Private Security Industry Regulation Act 56 of 2001
- 5.1.2.1.6. Protection of Information Act 84 of 1982
- 5.1.2.1.7. Trespass Act 6 of 1959
- 5.1.2.1.8. Occupational Health and Safety Act 85 of 1993
- 5.1.2.1.9. National Key Points Act

5.1.2.2. In addition to the main scope of work, the service provider will be expected to provide other services which may include but not limited to: -

- 5.1.2.2.1. Video monitoring

- 5.1.2.2.2. Patrol guards
- 5.1.2.2.3. House Sitings and
- 5.1.2.2.4. Security services for the committee meetings, GPL events, SOPA in and outside the GPL precinct on ad hoc basis;
- 5.1.2.3. The Service Provider will be expected to provide services on a day and night shift bases from Monday to Sunday – i.e., services must be available 365/24/7
- 5.1.2.4. The service provider must provide the requisite uniforms, tools and equipment to enable service provision. A Register of items must be provided with submission.
- 5.1.2.5. The total number of personnel required exclude relief staff and the service provider must ensure that relief staff provided is of the same qualifications and standing as the personnel deployed (i.e., relief staff must be equally trained to manage the site).

6. REQUIRED COMPETENCIES

- 6.1. The Bidder must possess all the required licenses, registrations (such as Private Security Agencies as per law valid at least for 6 to 12 months from the date of the closure. These licenses and registrations include the following
 - 6.1.1. **PSIRA Registration:** The service provider and its directors must be registered with PSIRA and must be in good standing
 - 6.1.2. **NKP Registration:** The service provider must be National Key Point registered with the National Key Point Section of the South African Police Services.
 - 6.1.3. **Workmen's Compensation:** The Service Provider must be registered and in good standing (i.e., complaint with COIDA)
 - 6.1.4. **Unemployment Insurance Fund (UIF):** The Service Provider must be registered and in good standing.
- 6.2. **Experience:** The Service Provider must have
 - 6.2.1. a minimum of 5 cumulative years' experience in the provision of security services and
 - 6.2.2. have provided security services at a National Key Point for a minimum of 3 cumulative years' NKP's.
- 6.3. The Service Provider should have at least three years' experience in the public sector.

7. KEY ASSUMPTIONS

- 7.1. It is assumed that the Service Provider:
 - 7.1.1. have relevant and sufficient experience in rendering security service provision to National Key Point sites.
 - 7.1.2. Have the necessary capacity and qualified personnel to render the required services for 365 days, 24hrs a day and 7 days a week without fail.
 - 7.1.3. The deployed team will be trained in Fire Safety Management
 - 7.1.4. There will be no expectation to extend the contract in any event for the full duration of 36 months should the GPL decide not to continue with the services at any given point.
 - 7.1.5. The Directors of the company and the staff would have been cleared ad have no criminal records.

8. PERIOD OF THE ASSIGNMENT

8.1 The successful service provider would be contracted for a period of 36 months. The tender will be awarded for a period of 3 years commencing on 1st October 2022.

9. EVALUATION CRITERIA

10.1 The GPL needs to be satisfied, in all respects, that the service provider selected has the necessary resources, qualifications and abilities for this project, and that all submissions are regarded in a fair manner in terms of evaluation criteria and process.

10.2 80/20 Preference Point system will be applied to evaluate the received proposals, the process of which shall be done in the following phases:

10.2.1 Phase 1: Administrative Compliance (Preliminary Evaluation)

10.2.1.1 To be conducted by SCM to confirm compliance and completeness of documents, i.e., Tax compliance, completed standard bidding documents as per the tender document and other documentation that might have been required for the tender (e.g., samples, professional affiliation certificates, and etc.). Only those proposals whose compliance is in order will move to **Phase 2 (Evaluation on functionality)**.

10.2.2 Phase 2: Functionality Evaluation Criteria (100)

10.2.2.1 This phase measures the capability and capacity of the service provider to deliver on the assignment. The below criterion will be applied to score the proposals from which a service provider must score a minimum of 70 points to be considered for **Phase 3 of the evaluation, i.e., Price and BEE Status Level of Contributor**.

Criteria	Scoring Guide	Score	Weight
Performance on similar contracts, Track record and relevant experience List of all similar contracts completed / undertaken based on scope and size in the past five years – refer annexure A GPL reserves the right to verify the information provided	Details submitted as per annexure A 1. For the relevant experience cited, outline the role that the Service Provider played, the role of the firm, contract duration, contract outcomes, and contract value (10 points)		20
	2. Attach copy of appointment letter and / or contract per assignment. (10 points)		
Quality of performance Signed testimonials from previous clients on similar contracts completed demonstrating a minimum of the 5	A minimum of 5 years' experience in implementing similar projects with supporting cumulative reference (s) letters		20
	5 years' experience with supporting cumulative reference letter (s)	10	

Criteria	Scoring Guide	Score	Weight								
cumulative years' experience GPL reserves the right to verify the testimonials	6 or more years' experience with supporting cumulative reference letter (s)	20									
Experience at NKP Site	<p>The service provider must provide signed reference letters demonstrating a minimum of 3 cumulative years of providing services to Key National Point (Sites).</p> <table border="1" data-bbox="432 667 1177 931"> <thead> <tr> <th data-bbox="432 667 970 725">Detail</th> <th data-bbox="970 667 1177 725">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 725 970 815">One (1) to Three (3) relevant reference letter (s)</td> <td data-bbox="970 725 1177 815">5</td> </tr> <tr> <td data-bbox="432 815 970 873">Four (4) to Six (6) reference letters</td> <td data-bbox="970 815 1177 873">8</td> </tr> <tr> <td data-bbox="432 873 970 931">Seven (7) and above reference letters</td> <td data-bbox="970 873 1177 931">10</td> </tr> </tbody> </table>	Detail	Score	One (1) to Three (3) relevant reference letter (s)	5	Four (4) to Six (6) reference letters	8	Seven (7) and above reference letters	10		10
Detail	Score										
One (1) to Three (3) relevant reference letter (s)	5										
Four (4) to Six (6) reference letters	8										
Seven (7) and above reference letters	10										

Criteria	Scoring Guide		Score	Weight	
<p>Comprehensive project plan covering all aspects of operation.</p> <p>Covering the following areas:</p> <ol style="list-style-type: none"> 1. Delivery schedule of the contract with remedial action 2. Risk and Business continuity – strikes, leave and training 3. Innovative ideas 	<p>Detail</p>	<p>Score</p>		<p>40</p>	
	<p>The Service Provider must provide Service delivery schedule outline for the duration of the contract as outlined in the ToR and remedial action</p>	<p>15</p>			
	<p>The Service Provider must provide any innovative ideas for how the whole assignment can best achieve its objectives.</p>	<p>10</p>			
	<p>High level risks experienced and Business continuity management plan</p>	<p>15</p>			

Criteria	Scoring Guide	Score	Weight									
<p>Capacity – Infrastructure and Resources</p> <p>The Service provider must provide proof of evidence of Infrastructure and resources to be able to provide the service</p> <p>(control room with a functioning communication infrastructure, vehicles, licenced firearms, uniform and computers)</p> <p>Number of staff allocated to this project, their seniority, qualifications and competency</p> <p>(provide organogram, cv's and required certificates as per details on the required competencies)</p>	<p>Provide a full set-up of your organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of staff available for performing this service:</p>		10									
	<table border="1"> <thead> <tr> <th>Detail</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Details of infrastructure available from the company</td> <td>4</td> </tr> <tr> <td>Experience and Qualifications of personnel (certified copies of certificates must be provided) of staff allocated who will be allocated to GPL site to the project (CV to be provided, details / number of staff to be allocated to the site)</td> <td>4</td> </tr> <tr> <td>Details of equipment to be provided to staff who will be assigned to GPL site if successful. Asset Register should be attached hereto.</td> <td>2</td> </tr> </tbody> </table>			Detail	Score	Details of infrastructure available from the company	4	Experience and Qualifications of personnel (certified copies of certificates must be provided) of staff allocated who will be allocated to GPL site to the project (CV to be provided, details / number of staff to be allocated to the site)	4	Details of equipment to be provided to staff who will be assigned to GPL site if successful. Asset Register should be attached hereto.	2	
	Detail			Score								
	Details of infrastructure available from the company			4								
Experience and Qualifications of personnel (certified copies of certificates must be provided) of staff allocated who will be allocated to GPL site to the project (CV to be provided, details / number of staff to be allocated to the site)	4											
Details of equipment to be provided to staff who will be assigned to GPL site if successful. Asset Register should be attached hereto.	2											
TOTAL			100									
CUT OFF POINTS			70									

10.3 Phase 3: Price and BEE Status Level of Contributor (100)

10.3.1 Only bidders that score a minimum score of **70 points and above** out of 100 points on Functionality will qualify for this phase which will determine the bidder (s) to be recommended for approval by the delegated authority.

The 80/20 Preference points system will be applied using the below formula to calculate price:

The following formula will be used to calculate the points for price: Criteria	Points
Price Evaluation $P_s 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80
BEE Status Level of Contributor	20
TOTAL	100

Where,

- Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

10.3.2 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table as set out in the Preference Points Claim Form (SBD 6.1)

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

11. SPECIAL CONDITIONS

- 11.1 The GPL reserves the right to reduce the number of personnel that will be required during the night shift, over weekends, public holidays and shutdown period, there will be a revision in respect of number of staff required.
- 11.2 Costs in respect of service provision of night shift, over weekends, public holidays and shutdown period services must be revised accordingly.
- 11.3 The Sage building contract will lapse on 30 June 2023 unless a new building is acquired or rented. In such cases the personnel required will be reviewed and the contract adjusted accordingly.
- 11.4 The contract is for a maximum period of 36 months.
- 11.5 All relevant security, credit and reference clearance will be undertaken to the appointed service provider.
- 11.6 The directors and staff assigned to GPL will be subjected to Criminal checks and must not have a criminal record
- 11.7 All references which will be provided will be subjected to verification
- 11.8 Only when notified of the acceptance of the bid by the issuing of the Offer Letter with a start date and signing of the SLA shall the service provider commence with and carry out the assignment in accordance with the contract, unless otherwise stated.
- 11.9 The successful service provider shall provide all of the necessary materials, labour, plant and equipment required for rendering the required services including any ad hoc or temporary services that may be required.

- 11.10 The service provider must comply with the provisions of the Occupational Health and Safety Act and all relevant regulations.
- 11.11 The GPL adheres to a 30-day payment regime provided a legible invoice is submitted. Invoices are therefore to be submitted monthly and will be paid between the date of receipt and not exceeding 30 days from receipt if invoice. The invoice must be submitted with a statement of account to the invoice email provided with the purchase order.
- 11.12 If at any time during the performance of the contract, the supplier should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the Manager: Safety and Security in writing, within 7 days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration.
- 11.13 The GPL reserves the right does not make an appointment for the bid.
- 11.14 The GPL may decline to consider any bids that do not conform to any aspect of the bidding requirements.
- 11.15 The GPL may request further information from any Service Provider after the closing date.
- 11.16 The GPL have a right to cancel this tender or any part thereof at any time and inform the bidders accordingly.

ANNEXURE A

Security officers (details)	Quantity	Location	PSIRA Grade	Working days / hours
Site Manager	1	Responsible for GPL precinct and Sage	A	Monday to Friday (Day shift)
Security Officer (Supervisor)	1	Responsible for GPL precinct and Sage	B	Sunday to Saturday (Day shift)
Security Officer (Supervisor)	1	Responsible for GPL precinct and Sage	B	Sunday to Saturday (Night shift)
Security Officer	1	Corner Harrison and Albertina Sisulu Street	C	Monday to Friday (Day shift)
Security Officer	1	Staff Entrance	C	Monday to Friday (Day shift)
Security Officer	1	Rissik and Albertina Sisulu Streets	C	Monday to Friday (Day shift)
Security Officer	1	Piazza	C	Monday to Friday (Day shift)
Security Officer	1	Simmonds and Helen Joseph	C	Monday to Friday (Day shift)
Security Officer	1	Public Entrance	C	Monday to Friday (Day shift)
Security Officer	1	Selbourne Hall	C	Monday to Friday (Day shift)
Security Officer	2	Harrison and Helen Joseph Street	C	Monday to Friday (Day shift)
Security Officer	7	Beyers Naude Square	C	Monday to Friday (Day shift)
Security Officer	5	Harry Hoffmeyr Parking Garage Level 1, Tunnel and Level 2	C	Monday to Friday (Day shift)
Security Officer	10	Sage Centre (floors 1, 2, 5, 6, 7 & 8)	C	Monday to Friday (Day shift)
Security Officer	6	Sage Centre (floors 1, 2, 5, 6, 7 & 8)	C	Sunday and Saturday (Day shift)

Security officers (details)	Quantity	Location	PSIRA Grade	Working days / hours
Security Officer	6	Sage Centre (floors 1, 2, 5, 6, 7 & 8)	C	Sunday to Saturday (Night shift / Public holidays/ shutdown)
Receptionists and Ushers	6	Main Public Entrance	A	Monday to Friday (day shift)
Video / CCTV monitors	4	Control Room:	B	Sunday to Saturday (Day shift)
Video / CCTV monitors	2	Control Room	B	Sunday to Saturday (Night shift / Public holiday / Weekend / Shutdown)
Security Officers	7	Perimeter Patrolling	C	Sunday to Saturday (Night shift / Public holiday / Weekend / Shutdown)
Security Officers	2	Harry Hoffmeyr Parking Garage	C	Sunday to Saturday (Night shift / Public holiday / Weekend / Shutdown)
Security Officers	2	City Hall	C	Sunday to Saturday (Night shift)
Security Officer	7	Perimeter Patrolling	C	Sunday to Saturday (Night shift / Public holiday/ Weekend and Shutdown)



PRICING

SCHEDULE

(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME :	CLOSING DATE :

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....		R.....
.....		R.....
.....		R.....
.....		R.....
.....		R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....
..... days	
.....	R.....
..... days	
.....	R.....

----- days

R-----

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
R.....	-----
R.....	-----
R.....	-----
R.....	-----

TOTAL:

R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
R.....	-----
R.....	-----
R.....	-----
R.....	-----

TOTAL:

R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: Amukelani Maluleke
Tel: 011 498-5859 and **E-mail address:** AMaluleke@gpl.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Vuyani Fanti
Tel: 011 498-5953 and **E-mail address:** VFanti@gpl.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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.

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

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

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

THE END