



REQUEST FOR PROPOSAL

IN ACCORDANCE WITH PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS BID IS SUBJECT TO A PRE-QUALIFICATION CRITERIA AS OUTLINED BELOW.

ONLY COMPANIES FALLING IN THE FOLLOWING CATEGORY MAY RESPOND TO THIS RFB:

- B-BBEE STATUS/ LEVEL OF 1-8

RFB NUMBER:	RFB039/2022
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER/S TO PROVIDE AN INTEGRATED AND TECHNOLOGY ENABLED SECURITY SERVICE SOLUTION AT SAFCOL SITES FOR A PERIOD OF FIVE (5) YEARS
PUBLICATION DATE:	13 DECEMBER 2022
VALIDITY PERIOD:	90 DAYS FROM THE CLOSING DATE
CLOSING DATE:	08 FEBRUARY 2023
CLOSING TIME:	12H00
BRIEFING SESSION	<p>COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS AS PER BELOW LINK:</p> <p>Click here to join the meeting</p> <p>DATE: 18 JANUARY 2023 TIME: 11H00 - 12H30</p>
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	<p>SAFCOL HEAD OFFICE MERCEDES BENZ BUILDING, 4TH FLOOR 209 ARAMIST AVENUE MENLYN MAINE PRETORIA, 0181</p>
PRICE OF BID DOCUMENT	NO CHARGE
SCM INQUIRIES: For all bidding related enquiries	E-mail: tenders@safcol.co.za
NAME OF BIDDER:	
TOTAL BID AMOUNT (Including VAT): R	

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it shall not be accepted for consideration.

The SAFCOL's Bid Box is generally accessible 8 hours a day from 08h00 to 16h30; 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception.**

(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, 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)

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
If Joint Venture, indicate the following: (To be completed for each JV)	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	

If Joint Venture, indicate the following: (To be completed for each JV)	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Consortium, indicate the following: (To be completed for each Consortium member)	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

Checklist of documents to be submitted:

Please tick in the relevant block below

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Submit an Original bid document and a copy
<input type="checkbox"/>	<input type="checkbox"/>	SBD 1: Invitation to Tender (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	SBD 3.1 Pricing Schedule
<input type="checkbox"/>	<input type="checkbox"/>	SBD 4- Bidder's disclosure
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.1 Preference Point Claim Form in terms of the preferential procurement regulations 2017
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	A breakdown of how fees and work will be spread between members of the Tendering consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents to responses to Mandatory Criteria
<input type="checkbox"/>	<input type="checkbox"/>	General Conditions of Contract (GCC)
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents – Central Supplier Database Registration Summary Report

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL				
BID NUMBER:	RFB039/2022	CLOSING DATE:	08 FEBRUARY 2022	CLOSING TIME: 12:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE AN INTEGRATED AND TECHNOLOGY ENABLED SECURITY SERVICE SOLUTION FOR SAFCOL FOR A PERIOD OF FIVE (5) YEARS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

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

**SAFCOL HEAD OFFICE
MERCEDES BENZ BUILDING, 4TH FLOOR
209 ARAMIST AVENUE
MENLYN MAINE
PRETORIA, 0181**

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				

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

[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 PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	SAFCOL		CONTACT PERSON
CONTACT PERSON	N/A		TELEPHONE NUMBER
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS
E-MAIL ADDRESS	tenders@safcol.co.za		N/A

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY 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 MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

GENERAL INFORMATION

1 NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals (“RFP”), in the advertisements published in respect of the RFP, any answers or clarification provided by the SAFCOL as part of the SCM process or otherwise:

- 1.1 The procurement of accommodation, goods or services will be at the SAFCOL’s sole and absolute discretion and the SAFCOL reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
 - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
 - 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
 - 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SAFCOL, the Head/Acting Head of the SAFCOL, the SAFCOL’s agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters

2 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 2.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
 - 2.1.1 Black ink should be used when completing Bid documents.
 - 2.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SAFCOL will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 2.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SAFCOL on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 2.3 I/We agree that -
- 2.4 the offer herein shall remain binding upon me/us and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing hour and date of the Bid;
- 2.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 2.6 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 2.7 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our 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) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

2.8 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)	
Telephone Number	FAX Number:
Cell Number	E-mail Address:

Confidentiality

2.9 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder, partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.

2.10 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

2.11 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SAFCOL (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

2.12 The receiving party shall take all such steps as may be reasonably necessary to prevent SAFCOL’s confidential information coming into the possession of unauthorized third parties. In protecting the receiving party’s confidential information, SAFCOL shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

2.13 Any documentation, software or records relating to confidential information of SAFCOL, which comes
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into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:

- 2.13.1 be deemed to form part of the confidential information of SAFCOL;
- 2.13.2 be deemed to be the property of SAFCOL;
- 2.13.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 2.13.4 be surrendered to SAFCOL on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3 News and press releases

- 3.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAFCOL and its Client.

4 Precedence of documents

- 4.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 4.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAFCOL may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.
- 4.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SAFCOL as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAFCOL in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

5 Preferential procurement reform

- 5.1 SAFCOL supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAFCOL insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 5.2 SAFCOL shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2017.

6 National Industrial Participation Programme

- 6.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5 is not applicable for this bid.).

7 Language

7.1 Bids shall be submitted in English.

8 Gender

8.1 Any word implying any gender shall be interpreted to imply all other genders.

9 Headings

9.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

10 Security clearances

10.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SAFCOL commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

10.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

11 Occupational Injuries and Diseases Act 13 of 1993

The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SAFCOL reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAFCOL.

12 Formal contract

12.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SAFCOL and/or its clients and the enterprise(s) to whom SAFCOL awards the bid in whole or in part.

12.2 Any offer and/or acceptance entered verbally between SAFCOL and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

13 Protection of Personal Information

In responding to this bid, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any personal information disclosed by SAFCOL in the bidding process in the same manner.

14 Reasons for disqualification

14.1 SAFCOL reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- 14.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
- 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
- 14.1.3 bidders who submitted information that is fraudulent, factually untrue for inaccurate, for example memberships that do not exist, Work references, experience, etc.;
- 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters

15 National Treasury's Central Supplier Database (CSD)

- 15.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SAFCOL is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to SAFCOL in order to enable it to verify information on the CSD:

Supplier Number: _____ unique registration reference number: _____.

16 Bid preparation

- 16.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 16.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 16.3 There shall be no public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 16.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 16.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

17 Oral presentations and briefing sessions

- 17.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAFCOL. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAFCOL shall schedule the time and location of these presentations. Oral presentations are an option of SAFCOL and may or may not be conducted.

17.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SAFCOL not later than ten (10) days after the publication of the Bid.

The closing date for questions/ enquiries on this RFB039/2022 is 25 January 2023 at 12H00.

GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

- 1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Do not Comply" (with a ✓)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder **does not accept** the content of the applicable paragraph.
- 3 The following bid conditions will govern the contract between the SAFCOL and the successful bidder:

3.1

This Bid is subject to the General Conditions of Contract referred to in this document.	Comply	Do not Comply

3.2

The laws of the RSA shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply	Do not Comply

3.3

SAFCOL shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply	Do not Comply

3.4

SAFCOL SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	Comply	Do not Comply

3.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	Comply	Do not Comply

3.6

SAFCOL reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Comply	Do not Comply

3.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply	Do not Comply

3.8

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Comply	Do not Comply

3.9

Where applicable, SAFCOL reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	Comply	Do not Comply

3.10

SAFCOL reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply	Do not Comply

3.11

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	Comply	Do not Comply

3.12

The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Comply	Do not Comply

3.13

Should the bidder withdraw the proposal before the proposal validity period expires, SAFCOL reserves the right to recover any additional expense incurred by SAFCOL having to accept any less favourable proposal or the additional expenditure incurred by SAFCOL in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Comply	Do not Comply

3.14

Delivery of and acceptance of correspondence between SAFCOL and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Comply	Do not Comply

3.15

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SAFCOL shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that SAFCOL reserves the right to award the same proposal to next best bidders as it deems fit.	Comply	Do not Comply

3.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Comply	Do not Comply

3.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by SAFCOL signatory and added to this RFP as an addendum.	Comply	Do not Comply

3.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Comply	Do not Comply

3.19

<p>Bidders who make use of subcontractors.</p> <p>The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SAFCOL and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p>	Comply	Do not Comply

3.20

<p>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</p>	Comply	Do not Comply

3.21

<p>No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.</p>	Comply	Do not Comply

3.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.</p>	Comply	Do not Comply

3.23

<p>If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.</p>	Comply	Do not Comply

3.24

<p>The bidders' response to this tender, or parts of the response, shall be included as a whole or by reference in the final contract.</p>	Comply	Do not Comply

3.25

<p>SAFCOL has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.</p>	Comply	Do not Comply

3.26

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Comply	Do not Comply

3.27

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Comply	Do not Comply

SBD 3.1: PRICING SCHEDULE

Name of bidder:

BID NUMBER: RFB039/2022

Closing Time 12:00

PLEASE NOTE:

OFFER TO BE VALID FOR 90 DAYS FROM 08 FEBRUARY 2023 (THE CLOSING DATE OF BID).

The bidder must provide the total price for the APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE AN INTEGRATED AND TECHNOLOGY ENABLED SECURITY SERVICE SOLUTION FOR SAFCOL FOR A PERIOD OF FIVE (5) YEARS.

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below: **If applicable each year**

- 1 Please indicate your total bid price here: R..... (Incl of VAT) **(compulsory)**
- 2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate clearly , which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Price Declaration Form

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFB039/2022**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide

_____ , for
the total tendered contract sum of:

R _____ (including VAT)

In Words: R _____ (including VAT).

We confirm that this price covers all services for the APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE AN INTEGRATED AND TECHNOLOGY ENABLED SECURITY SERVICE SOLUTION FOR SAFCOL FOR A PERIOD OF FIVE (5) YEARS, including but not limited to the supply of all required. We confirm that the SAFCOL will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED	_____	DATE:	_____
(Print name of signatory)	_____		
Designation	_____		
FOR AND ON BEHALF OF:	COMPANY NAME		_____
	Tel No		_____
	Fax No		_____
	Cell No		_____

SBD 4: Declaration of Interest

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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:

.....
.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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.
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SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1 GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) **90/10** preference point system will be applicable to this tender Points for this bid shall be awarded for:
- c) Price; and
- d) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows: (The applicable preference point system will be affected)

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2 DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor”** means:
 - B-BBEE Status level certificate issued by an authorized body or person
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

BID DECLARATION

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

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

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

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

7 SUB-CONTRACTING

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

(Tick applicable box)

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

7.2 If yes, indicate:

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

(Tick applicable box)

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

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

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

1 DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

(e) forward the matter for criminal prosecution.

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p>	<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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Government Procurement: General Conditions of Contract – July 2011

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 clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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 GCC will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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21. Delays in the supplier's performance
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23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General conditions of contract

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 purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier 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 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the

purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "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 supplier 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.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, 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 supplier covered under the contract.
- 1.25 "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, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser 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,

4 Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

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

7 Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier'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 purchaser and shall be in one of the following forms:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SAFCOL or an organisation acting on behalf of the SAFCOL.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11 Insurance

- 11.1 The goods supplied 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.

12 Transportation

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

13 Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 14.1.2 in the event of termination of production of the spare parts:
 - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1 The supplier warrants that the goods supplied 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 supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk

and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in rand unless otherwise stipulated in SCC.

17 Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's Request for Proposal validity extension, as the case may be.

18 Contract amendments

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

19 Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.
- 21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall,

without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier 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 supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 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.

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

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 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.

24 Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

26 Termination for insolvency

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

27 Settlement of disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

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

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

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

28.1.1 the supplier shall not be liable to the purchaser, 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 supplier to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier to the purchaser, 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.

29 Governing language

29.1 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.

30 Applicable law

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

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier 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 service of such notice

31.2 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.

32 Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 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 SARSs.

33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

35 The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	
Signature:	
Date:	

TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE AN INTEGRATED AND TECHNOLOGY ENABLED SECURITY SERVICE SOLUTION FOR SAFCOL FOR A PERIOD OF FIVE (5) YEARS

1. BACKGROUND

SAFCOL is a state-owned forestry company listed as a Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practices in South Africa.

It has operations in Mozambique through an interest held by its wholly owned subsidiary Komatiland Forest (Pty) Ltd in Industrias Florestais De Manica Sarl (“IFLOMA”)

2. OBJECTIVES OF THE RFB

The objective of this RFB is to seek appointment of service provider/s to provide an Integrated and Technology Enabled Security Service Solution at SAFCOL sites for a period of five (5) years.

3. SPECIAL CONDITIONS OF BID

The successful service provider **must** agree to the following special conditions of bid for the duration of the period for which an integrated and technology enabled security service solution is delivered to SAFCOL:

#	Special Conditions of Bid	Agree	Don't Agree
1	Enter into a contract/service level agreement (SLA) with SAFCOL that does not deviate from the deliverables envisioned in these terms of reference. Non-compliance with the SLA and/or negligence by the service provider and/or its employees, may be deemed grounds for immediate termination of the SLA.		
2	Maintain a sound financial position that enables it to carry all capital and operational expenditure required to deliver on the requirements for the duration of the SLA without depending on pre-payments from SAFCOL.		
3	Allocate resources (e.g. people, vehicles, equipment) fully as per the SLA and as per each site's needs. Payment will only be processed for a particular period after full services were confirmed as rendered as per the SLA.		
4	Reimburse SAFCOL for any losses suffered as a result of non-compliance with the SLA and/or due to negligence of the service provider's employees.		
5	Accept liability for any harm or damage that the service provider's equipment may cause to SAFCOL's own and neighbouring property and assets (especially biological assets in plantations), including adequate insurance cover at its own cost.		
6	Include the cost of minor system upgrades in the monthly fee (clearly specify what this could be, in the bid submission); more significant upgrades may be handled as separate projects.		
7	Inform SAFCOL timeously when any expansion or upgrade will be required, in order to be synchronised with SAFCOL's internal policies and procedures (including expansions of SAFCOL's software, hardware and/or any equipment that may be used in conjunction with the services rendered, e.g. MicroForest, Enterprise Resource Planning system).		
8	Timeously specify all risks associated with the replacement of defective equipment with alternative equipment (at no additional cost to SAFCOL) to allow for mitigation and synchronisation of implementation with SAFCOL's internal policies and procedures.		
9	Screen (vet) service provider's employees before deploying them to any site for criminal and debt records and provide the results of such screening to SAFCOL upon request.		

10	Perform polygraph, voice stress and/or poly stress tests on service provider's employees if they are suspected of any criminal involvement, and/or when requested to do so by SAFCOL and provide the results of such tests to SAFCOL upon request.		
11	Comply with all legislation and regulations relevant to the integrated and technology enabled security service solution, whether included in these terms of reference or not. Non-compliance with such legislation and regulations may be grounds for immediate termination of the SLA.		
12	All prices quoted must be firm and be inclusive of Value Added Tax (VAT). If a service provider is not registered for VAT at the time of submission of this bid, VAT must still be included in the quoted price.		
13	Based on the <u>value for money (per site and per SOW element)</u> demonstrated in each bidder's submission, SAFCOL reserves the right to accept any offer in full or in part, and to appoint – <ul style="list-style-type: none"> • only one service provider or more than one service provider overall; • one service provider or more than one service provider per geographical location; and/or one service provider or more than one service provider for different deliverables (SOW elements) at any geographical location.. The above appointment decision will be informed by – <ul style="list-style-type: none"> • each site's individual security risk rating; • ability of bidders to integrate technology optimally as demonstrated by – <ul style="list-style-type: none"> ○ a high score for technology; and ○ the lowest number of human security guards in the bid submission; and • cost-effectiveness of the price (i) per site, and (ii) overall to SAFCOL. 		

Bids from bidders who indicated that they do not agree with the above special conditions of bid will not be considered for further evaluation.

2. INFORMATION TO TAKE INTO CONSIDERATION WHEN PREPARING BID SUBMISSIONS

Bidders should take the following information into consideration when preparing bids.

To improve the accuracy of bid submissions, bidders may visit the various sites listed in this proposal to establish the existing circumstances that will affect their bid submissions. Such visits will be allowed at the bidders' own cost and only for bidders who have attended the compulsory briefing session. Bidders who elect to visit the sites will be expected to sign a non-disclosure agreement.

2.1. Implementation Expectations

SAFCOL expects the following to be achieved during implementation of the solution:

- a) A key account manager and dedicated project management capability must be available immediately from the date of appointment.
- b) The appointed service provider/s must establish a site presence within thirty (30) calendar days from the date of appointment, e.g. guards (to the extent that they are part of the bid submission) and armed response units.
- c) Coordination of the successful service provider/s employees must be managed from control room/s as soon as they are deployed on sites.
- d) The roll-out of security and technology infrastructure must be completed within sixty (60) calendar days from the date of appointment (e.g. alarms, cameras, and telematics system).
- e) Prioritisation of sites for purposes of implementation must be aligned to sites' security risk ratings.
- f) Payment will ONLY be made for services confirmed to have been rendered and no pre-payments will be made.

2.2. Integrated Solution Management

SAFCOL requires the successful service provider to –

- take full accountability (through a key account manager and dedicated project manager) for delivery on the scope of work for the duration of the SLA;
- effectively integrate technology and active management of the integrated and technology enabled security service solution by the service provider’s project manager and supervisors on the ground; and
- manage delivery in a way that SAFCOL Site Managers experience the highest level of performance and are not drawn into management of service provider/s’ employees who may not perform as expected.

To varying degrees SAFCOL has, over time, implemented security infrastructure (e.g. cameras, alarms, electric fences) at certain sites (mostly office and residential complexes), a telematics system (in some equipment) and fleet management system (including tracking and retrieving of all vehicles). Some of these are linked to existing service providers’ control rooms and recovery arrangements. ***It will be expected of the successful service provider to integrate these existing elements with its proposed final solution (including project management and control room). SAFCOL will not consider duplication of existing services and/or technology.***

2.3. Third Party Presence on SAFCOL Sites

Bidders must note that there are various authorised third parties present on sites, over and above SAFCOL employees, customers and service providers. These include (but are not limited to) the following:

- Transnet railway lines
- ESKOM power lines
- Tenants renting residential accommodation from SAFCOL
- Mobile and communication network towers
- Permit holders accessing sites for e.g. collection of fire wood and thatching grass, live-stock grazing
- Visitors/guests to Ecotourism sites (e.g. Lakenvlei Lodge, hiking trails, etc.)
- Service providers responsible for maintaining equipment, e.g. fire detection cameras
- Neighbouring landowners during fires (in terms of collaboration agreements)
- Standing sales customers who may or may not elect to participate in the security of product and equipment (refer approximately 63 teams in table below).

2.4. High Risk Sites

A risk rating is included in the table of sites to be serviced. The risk rating should be interpreted as follows:

Risk Level	Description	
1	Minor	Must be monitored and investigated.
2	Moderate	Must be responded to over time, based on trends.
3	Material	Must be rooted out and prevented from recurring.
4	Severe	Armed response, arrests required, must be rooted out and prevented from recurring.
5	Catastrophic	Immediate armed response, arrests required, threat to life and biological asset.

High risk sites will be determined based on regular (at least every six months) threat, risk, and vulnerability assessments per site and continuously improving operational processes to limit opportunity for criminal activities. Site risk ratings and the number of harvesting teams per site may therefore change over time. The following table contains the approximate number of harvesting teams operating infield, together with the current security risk ratings:

Plantation	Risk Rating	Own Operations	Contractors	Standing Sales Customers*	Grand Total
Belfast	2	1	-	2	3
Bergvliet	5	3	3	15	21
Berlin	4	2	1	3	6
Blyde	5	3	-	2	5
Brooklands	5	2	1	4	7
Entabeni	3	5	-	3	8
Jessievale	5	2	1	2	5
Nelshoogte	4	3	1	3	7
Ngome	3	1	-	1	2
Roburnia	4	2	1	3	6
Tweefontein	5	2	1	7	10
Uitsoek	2	-	1	3	4
Wilgeboom	5	2	-	8	10
Witklip	2	1	-	4	5
Woodbush	2	2	-	3	5
Total	-	31	10	63*	104

***Standing sales customers are responsible for their own risk in standing sales compartments, but may elect to participate in the security arrangement (on an optional basis).**

Prospective bidders must note the following:

- In this document, unless otherwise specified, the word “**site**” refers to any type of premises, including large commercial plantations, office and residential complexes, ecotourism and conservation areas where SAFCOL operates, or any part of such a site.
- A “**village**” consists of a number of staff houses, communal areas, ablution, and kitchen facilities and usually fenced off with a gate.
- An “**office complex**” consists of office buildings, stores, workshops, parking of equipment, plantation houses, etc.).
- SAFCOL’s large commercial plantations across its geographical footprint are not currently fenced off and/or access controlled due to the size of the sites.

SAFCOL’s operational sites to be included in the SLA are listed below:

Risk Rating	SAFCOL Site	Nearest Town	LONG_DMS	LAT_DMS	Plantation Size (ha)
5	Donkerhoek Network Tower	Pretoria	028:27:59.2E	25:45:56.3S	-
2	Belfast (Belfast, Pan) (2 Villages, 1 Office Complex)	Belfast/Middelburg	30 01 33	-25 38 48	6,245
2	Lakenvlei Lodge (~15 Buildings)*	Belfast	30 02 05	-25 36 22	On Belfast
2	Lakenvlei Network Tower		30:03:11.4E	25:37:25.8S	
1	Highveld Regional Office		30 01 33	-25 38 48	
5	Bergvliet (Bergvliet, Spitskop, Witwater, Frankfort) (4 Villages, 1 Office Complex)	Sabie	30 53 11	-25 04 29	17,908
4	Berlin (1 Village, 1 Office Complex)	Mbombela	30 44 28	-25 33 25	13,583
1	Kaapschehoop Hiking Trail (4 Huts: Kaapschehoop/Florence Hill/Barrets/Wattles)*		On Berlin		
1	Kaapschehoop Horse Trails*				
1	Camp Africa*				
1	Coetzee Stroom*				
1	Mac Mac Forest Retreat*				
5	Blyde (Blyde, Morgenzon, Blyde Sawmill) (3 Villages, 2 Office Complexes)	Graskop	30 50 49	-24 50 18	12,924
1	Prospectors Hiking Trail (3 Huts: Morgenzon, Black Hill, Exelsior)*		On Blyde (Morgenzon)		
5	Black Hill Network Tower		030:43:22.2E	24:50:39.0S	On Morgenzon
5	Brooklands (3 Villages, 1 Office Complex)	Sabie	30 44 53	-25 14 11	12,780
3	Entabeni (Entabeni, Hangklip, Thathe Vondo) (6 Villages, 1 Office Complex)	Levubu/Thohoyandou /Makhado	30 13 20	-23 02 54	16,985
3	Timbadola Sawmill	Levubu/Thohoyandou	30 11 40	-23 01 23	On Entabeni
5	Klein Australia Network Repeater	Levubu/Thohoyandou	030:14:28.4E	23:01:38.2S	

Risk Rating	SAFCOL Site	Nearest Town	LONG_DMS	LAT_DMS	Plantation Size (ha)
5	Donkerhoek Network Tower	Pretoria	028:27:59.2E	25:45:56.3S	-
5	Jessievale (Jessievale, Redhill) (2 Villages, 1 Office Complex)	Carolina/Dundonald	30 31 16	-26 14 19	18,722
4	Nelshoogte (1 Village, 1 Office Complex)	Barberton	30 49 57	-25 49 32	11,704
1	Queens Rose Hiking Hut*		On Nelshoogte		
4	Nelshoogte Network Tower		030:48:34.4E	25:51:51.1S	On Nelshoogte
3	Ngome (1 Village, 1 Office Complex)	Nongoma/Vryheid	31 25 01	-27 49 10	6,013
1	Palm Ridge Nursery	Vryheid	32 13 48	-28 19 12	127
4	Roburnia (Roburnia, Blairmore) (2 Villages, 1 Office Complex)	Amsterdam	30 44 15	-26 40 02	15,208
5	Tweefontein (Tweefontein, Ceylon) (2 Villages, 2 Office Complexes)	Sabie	30 46 55	-25 03 25	18,968
3	Tweefontein Research Centre and Nursery		30 46 47	-25 03 00	On Tweefontein
5	Platorand Training Centre		30 46 44	-25 03 44	On Tweefontein
1	Fanie Botha Hiking Trail (6 Huts: Ceylon, Maritzbos, Stables, Mac Mac, Graskop, President Burger)*		On Tweefontein		
1	Loerie Day Trail*				
1	Forest Falls Day Trail*				
1	Green Heritage Picnic Site*				
1	Mac Mac Pools Picnic Site*				
1	Lone Creek Falls*				
1	Bridal Veil Falls*				
1	Mac Mac Falls*				
1	Forest Falls*				
1	Lisbon Falls*				
1	Berlin Falls*		30 46 41	-25 06 17	0.1
2	Uitsoek (2 Villages, 2 Office Complexes)	Mbombela	30 35 07	-25 17 29	9,912
1	Uitsoek Hiking Trail (2 Huts: Uitsoek, Lisbon)*	On Uitsoek			
1	Beestekraal Day Trail*				
1	Bakkrans Day Trail*				
5	Wilgeboom (2 Villages, 1 Office Complex)	Graskop	30 57 24	-24 56 40	9,339
2	Witklip (1 Village, 1 Office Complex)	White River	30 52 41	-25 13 50	9,884
3	Centres of Excellence (Swartfontein)	White River	30 56 41	-25 12 26	On Witklip
2	Woodbush (Woodbush, New Agatha, JDM Keet) (4 Villages, 3 Office Complexes)	Tzaneen	29 58 51	-23 48 10	9,445
5	New Agatha Network Tower	Tzaneen	030:05:13.9E	23:59:32.35S	On New Agatha
1	Magoebaskloof Hiking Trail (6 Huts: Broederstroom, De Hoek, Woodbush, Dokolewa, Seepsteen, Waterval)*	Tzaneen	On Woodbush		

*Eco-Tourism sites

3. BENEFITS OF INTEGRATED AND TECHNOLOGY ENABLED SECURITY SERVICE SOLUTION

SAFCOL wishes to realise the following benefits through this bid:

- Understand the implications of existing and potential future security threats, risks, and vulnerabilities affecting SAFCOL's business.
- Optimise security spend by deploying multi-year security technology instead of guards as far as possible.
- Prevent security incidents, and criminal activity on its sites affecting its employees, biological assets, products, premises and equipment through the optimal use of security technology and infrastructure, (supplemented by guards **ONLY** where technology solutions are impossible/suboptimal).
- Identify, develop, and prioritise implementation of continuous improvements that do not need capital investment, through available human and financial resources.
- Secure funding for improvements in compelling business case/s supported by robust data analysis, such as accurate quantification of losses (including, but not limited to standing/harvested/roadside timber).
- Calibrate emergency response and business continuity plans (BCPs) according to possible security scenarios unique to each specific site.
- Successfully investigate (through SAPS), prosecute and convict (through Prosecuting Authorities) perpetrators of crime affecting SAFCOL.

- Defend against litigation and liabilities that may result from crime on sites, based on the optimal and responsible implementation of an integrated and technology enabled security service solution.
- Comply with relevant legislation, regulations, FSC and other certification requirements and appropriate industry standards relating to an effective integrated and technology enabled security service solution.

Bidders must ensure that their response to this bid will result in the realisation of the above benefits to SAFCOL.

4. SCOPE OF WORK (SOW)

Bidders are required to indicate which of the elements of the scope of work required for the duration of the SLA they are able to deliver by indicating “Yes” or “No” in the relevant column in the table below.

Bidders must note that their responses in the relevant columns to the SOW requirements will be –

- **utilised as part of the functional evaluation of this bid; and**
- **regarded as a firm binding on the bidder that the confirmed capabilities are indeed available and deliverable as indicated.**

Bidders may use the “Comments” column to provide additional information, but such information may not necessarily be considered as part of the functional evaluation of this bid.

Deliverable	Scope of Work	Yes	No	Comments
1. Security Assessments (6 Requirements) Conduct six-monthly security threat, risk, and vulnerability assessments per site.	Identify security threats, risks, and vulnerabilities, and potential impacts on SAFCOL sites:	N/A	N/A	N/A
	<ul style="list-style-type: none"> All storerooms, warehouses, administrative buildings, equipment/vehicle parking areas, accommodation (including staff villages). 			
	<ul style="list-style-type: none"> Official egress and access control to each site. 			
	<ul style="list-style-type: none"> Unofficial points of entry into plantations (spread across large geographical footprints in rural areas) and threats, risks, and vulnerabilities affecting SAFCOL's biological assets. 			
	<ul style="list-style-type: none"> Cash collection points and cash-in-transit (CIT) arrangements (applicable to Ecotourism sites). 			
	Formally report on analyses, evaluation and prioritisation of identified security threats, risks, and vulnerabilities.			
2. Project Management (17 Requirements) Provide a dedicated Project Manager (over and above site specific supervisors) to actively lead the integration of the various elements of the solution.	Recommend security threat, risk, and vulnerability mitigation measures, including optimal and most appropriate application of integrated and technology enabled security services and infrastructure as opposed to human guarding only, guidance and/or advice on the most effective means to implement such proposed mitigation measures.			
	Manage delivery of the integrated and technology enabled security service solution across all sites against SLA deliverables.			
	Ensure that all service provider/s' employees are trained/proficient on (including, but not limited to) –			
	<ul style="list-style-type: none"> their specific job requirements; use of all tools of trade (e.g. vehicles, firearms, communication devices, etc.); relevant PSIRA requirements for each employee's PSIRA Grade; SAFCOL's code of conduct; SAFCOL's business continuity arrangements; and statutory offences contained in the National Forests Act and the National Veld and Forests Fire Act. 			
	Rotate service provider/s' employees at least quarterly, but more often if circumstances relating to security on sites is required.			
	Ensure that guards are supervised, skilled and equipped to perform their duties and qualified with a minimum PSIRA Grade C for guards and Grade B for supervisors.			
	Ensure that guards are issued with uniforms, with company insignia (including at least the following: cap/beret, jacket, jersey, combat type trousers, shirt, boots, socks, rain coat/suit) and tools of trade (e.g. batons, handcuffs and keys, communication devices, etc.).			
	Ensure that guards are available for duty on day and night shifts on weekdays, weekends and public holidays for 12 hours per shift (SAFCOL may declare certain sites half-day sites).			
	Conduct monthly site inspections and implement continuous improvement initiatives.			
	Manage functioning of security equipment:	N/A	N/A	N/A
	<ul style="list-style-type: none"> All technology and infrastructure issued to SAFCOL must be in working condition at all times. 			
	<ul style="list-style-type: none"> Equipment must be serviced and faulty units must be replaced within 24 hours. 			
<ul style="list-style-type: none"> Installations/repairs must be done by certified technicians who can issue certificates of compliance. 				
Monitor the handling of security incidents until conclusion of each case and intervene where needed.				

Deliverable	Scope of Work	Yes	No	Comments
	Initiate and manage special security interventions/operations when needed and provide formal progress and close-out reports.			
	Participate meaningfully in community policing, law enforcement and industry forums.			
	Provide daily incident report/s to SAFCOL Site Managers on all incidents reported for each site, and a consolidated daily incident report to SAFCOL's Group Land Risk Manager.			
	Individual incidents should be reported via a user friendly, effective cell phone application that can be downloaded by SAFCOL Managers) or other electronic platform (e.g. email).			
	Provide detailed monthly reports on the service provider's performance against the SLA, and solutions to challenges, to each SAFCOL Site Manager (for effective oversight and to inform processing of invoices for payment against verified services delivered for each site) and to the Group Land Risk Manager.			
	Ensure that all information reported is accurately reflected in automated observation books and in records at control room/s that will be available for investigation and prosecution.			
3. Site Protection (15 Requirements) Provide access control (multiple access and egress points) supported by background network of roadside cameras.	Ensure that only authorised people, equipment and vehicles are present on sites by deploying, installing and monitoring (as informed by that specific site's security risk rating) the means to –	N/A	N/A	N/A
	<ul style="list-style-type: none"> • verify entry permits, ownership/roadworthiness of vehicles, identity of drivers/operators, etc.; 			
	<ul style="list-style-type: none"> • detect and prevent unauthorised entry to sites through early warning technology, linked to control room/s and appropriate response arrangements (e.g. cameras with facial/vehicle registration recognition capability); 			
	<ul style="list-style-type: none"> • activate warning alarms, with deterrent technology (e.g. lights, sirens, pepper spray); and 			
	<ul style="list-style-type: none"> • provide automated record keeping that is replicable and will withstand interrogation during investigation and prosecution. 			
	Monitor, respond to (including arrest of unauthorised people and confiscation of equipment and vehicles), and report all illegal access or presence on sites.			
	Conduct planned and/or random vehicle inspections (e.g. private residents, visitors and SAFCOL employees, service providers and customers) accessing sites.			
	Deploy cameras to recognise and record number plates on all access roads (including photographs of vehicles relevant to such number plates, with sufficient details unique to such vehicles to support arrest and successful prosecution of perpetrators).			
	Cameras must be located in remote areas and must be sufficiently rugged/robust against possible environmental factors, vandalism, and theft.			
	Tampering with camera installations must generate immediate alarms control room/s.			
	A searchable database containing dates, times and location of vehicles passing roadside cameras must be maintained and must be integrated with other cameras operating in relevant forestry areas in Mpumalanga, Limpopo and KZN.			
	Camera system/s must alert control room/s if a blacklisted number plate is detected.			
	The camera network must be expandable with ease.			

Deliverable	Scope of Work	Yes	No	Comments
	The camera network must be supported by the control room/s and fully integrated in the overall solution to enable the service provider's personnel to locate perpetrators by means of vehicle models and number plates.			
	Cameras and other relevant electronic equipment must comply with the following environmental operating conditions, and failures due to environmental conditions will be for the account of the service provider: <ul style="list-style-type: none"> • Moisture, mist and rain • Forest fires in the immediate vicinity with operating temperatures up to +60°C • Sun/UV light exposure (African sun) • High incidences of lightning • High levels of dust and dust ingress • Winds up to 85km/h • Minimum life expectancy of 10years 			
	All stolen security equipment/infrastructure (e.g. cameras, batteries, solar panels) must be recovered.			
4. Biological Assets (15 Requirements) Protect biological assets (commercial forest plantations) by monitoring and preventing suspect activities.	<ul style="list-style-type: none"> • <u>Monitor</u> forest sites (commercial plantations) and <u>report</u> on aspects including (but not limited to) – <ul style="list-style-type: none"> ○ theft of timber (roadside, during transport, etc.); ○ theft of timber (illegal harvesting); ○ theft of and/or damage to infield equipment; ○ theft of fuel from bowsers, vehicles, and/or equipment; ○ damage to site infrastructure, e.g. fences, electric fences, buildings, fueling points, dams, and roads (including roads blocked by trees, rocks, etc.); ○ fire hazards, smoke and/or fire (including illegal fires, especially under fire prohibition conditions); ○ stacking and placing of timber in fire breaks and special management zones; ○ illegal mining; ○ illegal squatting, land occupations and/or related structures; ○ illegal snares, hunting and poaching; ○ roaming vagrants; ○ unauthorised vehicles; ○ unauthorised apiary activities; ○ unauthorised livestock/grazing; ○ unlicensed activities in terms of Sections 7, 15 and 23 of National Forest Act; ○ unlicensed quad bikes, mountain bikes, pack animals, hikers and dogs; ○ unlicensed fishing; ○ unlicensed removal of forest produce; and ○ rare and endangered fauna and flora (including, but not limited to rare, endangered and threatened (RET) species and cycads). 			
	Implement security measures (preferably technology) to <u>prevent</u> –	N/A	N/A	N/A
	<ul style="list-style-type: none"> • unauthorised vehicles accessing sites; 			
	<ul style="list-style-type: none"> • unauthorised loading and/or transport of timber from compartments and/or roadside (i.e. without a valid permit); 			
	<ul style="list-style-type: none"> • loss of equipment (specifically, but not limited to, chainsaws and other equipment) during violent/armed robberies while infield and while being transported; 			
	<ul style="list-style-type: none"> • theft of timber (roadside, during transport, etc.); 			

Deliverable	Scope of Work	Yes	No	Comments
	<ul style="list-style-type: none"> • theft of timber (illegal harvesting); • theft of and/or damage to infield equipment; • theft of fuel from bowsers, vehicles, and/or equipment; • blocking of roads (by removing timber and rocks from roads proactively); and • unlicensed activities in terms of Sections 7, 15 and 23 of National Forest Act (including, but not limited to, removal of forest produce). 			
	As many of the above aspects as possible must be achieved through the deployment of security technology and/or infrastructure, supported by armed response units. ONLY where security technology and/or infrastructure supported by armed response units will not achieve the requirements, may armed forest patrol units (guards) be implemented.			
	To the extent implemented, armed forest patrol units (guards) must –	N/A	N/A	N/A
	<ul style="list-style-type: none"> • be visible in the designated area of work for full duration of shifts (e.g. 24 hours); 			
	<ul style="list-style-type: none"> • remain in the designated area of work until a replacement unit arrives (no designated area of work may be left unattended under any circumstances); 			
	<ul style="list-style-type: none"> • comprise of one PSIRA Grade B supervisor and 3 PSIRA Grade C guards; and 			
	<ul style="list-style-type: none"> • be capable of arresting (or activate armed response units to arrest) perpetrators on sites. 			
	<p>5. Eco-tourism (sites marked with * in par 3.4) (3 Requirements)</p> <p>Protect eco-tourism sites and bank cash.</p>	<p>Place stationery security guard at all open areas (e.g. waterfalls, hiking trails) to –</p> <ul style="list-style-type: none"> • manage access control; • collect entrance fees; and • report ablution facilities and/or water infrastructure that may be out of order. 		
	Provide unmarked cash in transit vehicles with armed guards to collect cash.			
	Bank cash at SAFCOL nominated bank facility by 09:00 on the day after collection.			
<p>6. Infield Equipment (13 Requirements)</p> <p>Protect infield equipment against damage, theft, and unauthorised use (such as mechanised harvesting equipment, loggers, skidders, loaders, etc.).</p>	<p>A telematics system must be provided (and/or be integrated with SAFCOL's existing equipment and system) with a unit in each piece of infield equipment (if not yet installed as part of SAFCOL's existing roll out), to alert of any unauthorised operation of such equipment, in areas where there is no GSM coverage.</p>			
	The system must identify and authenticate a valid driver/operator of infield equipment; if authentication fails, the equipment must be rendered inoperable, an alarm must be generated, control room/s must be informed and armed response units must be dispatched.			
	The telematics system must allow for the configuration of specific operating times of infield equipment and such information must be available for replay.			
	The electronic equipment installed in infield equipment must validate the following and prevent/halt the operation of such equipment (i.e. from loading logs) if validation fails for any of the following:			
	<ul style="list-style-type: none"> • authorised geo-fencing zones and loading stacks geo-fence areas (e.g. at roadside); 			
	<ul style="list-style-type: none"> • valid operating times; 			

Deliverable	Scope of Work	Yes	No	Comments
	<ul style="list-style-type: none"> valid transport vehicle/trailer on which timber is being loaded; and 			
	<ul style="list-style-type: none"> valid timber being loaded (roadside stacks). 			
	Telematics units installed in infield equipment must trigger alerts in the event of illegal/unauthorised operation, fuel tampering or tampering with devices, to control room/s and armed response units (also in areas where there is no GSM coverage).			
	Removal (complete or portion thereof) and/or tampering with telematics units/electronic equipment installed in infield equipment must immobilise equipment, generate immediate alarms and activate armed response units.			
	Telematics units installed must submit regular health reports.			
	The system must generate regular automated usage reports on operating times of infield equipment, duration, operators, area operated, which products were loaded, etc. for each piece of infield equipment (e.g. mechanised harvesting equipment, loggers, skidders, loaders, etc.) and must be integrated with customer trucks/trailers loaded, as well as performance management reporting of control room/s operators.			
	Infield equipment must be recovered if stolen or misappropriated (some equipment and all vehicles are already included in a current tracking and recovery contract and must be integrated with the proposed solution).			
<p>7. Product Transport (19 Requirements)</p> <p>Secure SAFCOL products at roadside and during transport (SAFCOL's own, transport contractors', and customers' vehicles).</p>	A telematics system supporting multi-constellation GPS 2G (GPRS) and 4G technology on at least two different networks must be provided (including GPS with datasheet/automated reports of GPS to be provided on request).			
	The telematics system must identify and authenticate drivers/operators before infield equipment are activated (equipment must be rendered inoperable, i.e. not start, if drivers/operators are not authenticated).			
	Infield equipment must be inoperable if an authenticated driver/operator does not have a valid driver's license and/or valid Professional Driving Permit (PrDP) or if such license/permit has expired.			
	All loading sites and routes must be definable as authorised sites/routes on the telematics system.			
	Geo-fence areas must be definable and any operation outside geo-fences when loading/offloading must generate immediate alerts to control room/s and activate armed response units.			
	A telematics unit must be installed in all collection transport vehicles (customers' and transport contractors' vehicles must be included) to alert SAFCOL Site Managers of illegal or unauthorised operations in areas where there is no GSM coverage.			
	Operating times must be definable and the telematics units must send alerts to control room/s if transport vehicles/equipment operate outside approved operating times.			
	The telematics unit installed in transport vehicles must support pairing with authorised loading equipment and trailers only and must detect and record the authorised loggers/loaders/equipment that loaded such vehicles.			
	Removal (unhitching) of authorised trailer/s, loading by unauthorised loggers/loaders, removal (complete or portion			

Deliverable	Scope of Work	Yes	No	Comments
	thereof) and/or tampering with telematics units/electronics must immobilise the vehicle/equipment, generate immediate alarms and activate armed response units.			
	Transport vehicles that deviate from approved routes and/or stop at unauthorised locations must immediately alert and be validated by control room/s; if not validated armed response units must be activated immediately.			
	Panic buttons must be installed in all transport vehicles for drivers to alert control room/s of emergencies (e.g. hijacking).			
	If a panic button is activated, control room/s must immediately validate such panic alarm and dispatch armed response units, if required.			
	A health report from the telematics must be provided, including the health status of the complete electronic system installed in the transport vehicles, trailers, and equipment.			
	Transport vehicles and trailers must be recovered if stolen/missing.			
	An automated usage report for each transport vehicle, trailer, and infield equipment must be made available daily/weekly/monthly (as may be required), indicating the drive times, driver/operator name, vehicle registration number, permit against which product was loaded, etc.			
	The electronic/telematics system must be able to automatically integrate with transport contractors, and customers that may elect to participate in the solution, as follows:			
	<ul style="list-style-type: none"> • Transport vehicles without authorised trailers must be prevented from entering customers' sites. • An electronic device must be installed at customers' automated gates to automatically open such gates/booms if authorised vehicles approach and leave approved sites. • Transport vehicles loaded with logs from plantations not allocated to a specific customer must be prevented from entering such customer's site, and must generate an immediate alarm to control room/s to respond. 			
	8. Alarm System (10 Requirements) Provide integrated alarm system and sensors, linked to control room and armed response.	Alarms for all protected assets must be visible on a dashboard and audible in control room/s.		
Each alarm sensor must generate at least two health reports daily.				
Alarm sensors must be water resistant (IP65), moveable as and when required, and batteries must last at least 3-4 years without replacement.				
Alarms for all protected assets must be relayed to armed response units stationed in the area, automatically through the control room.				
All response vehicles must be equipped with the necessary technology to receive alarms from stolen assets (including logs) automatically, to enable response teams to locate and recover stolen assets and to arrest perpetrators.				
Alarms for all protected assets must be operational during power outages (e.g. load shedding) and adverse weather conditions, which may last for extended time periods.				
Alarms sensors must be installed strategically in trees and logs to generate an immediate alarm upon tampering or unauthorised removal.				
Authorised work/equipment activity, rain, hail (or other adverse weather conditions), or animals (e.g. baboons) must not generate nuisance alarms.				

Deliverable	Scope of Work	Yes	No	Comments
	Alarm/electronic devices fitted to trees/logs/assets must allow for location and recovery over at least 500km.			
	Automated daily reports must be available on a web based system for all alarms (including response time for each alarm and details of alarms not attended to).			
9. Aerial Surveillance (12 Requirements) Provide aerial surveillance capability to identify illegal activities in commercial forest compartments.	Provide GPS enabled aerial/satellite/drone surveillance services on a strategic (<i>ad hoc</i>) basis when illegal activities are suspected (including qualified, licensed, and experienced operators/pilots) at areas that are difficult to reach by road to identify any illegal activities.			
	Maintain surveillance equipment (e.g. drones, airplanes, helicopters, and/or satellite links) in good working condition at all times, with all costs included in the operational fees charged to SAFCOL (no additional costs will be entertained by SAFCOL).			
	Report anomalies to relevant SAFCOL Site Manager and Group Land Risk Manager immediately.			
	Surveillance equipment (drones/airplanes/helicopters) must –	N/A	N/A	N/A
	• take off and land without runways on forestry compartments to avoid risk to biological assets;			
	• be able to operate between -5 to 45 degrees Celsius; and			
	• be flexible and able to change deployment environment (region/plantation) of a team or deploy a new team within 3 days (deployed teams' location may change rapidly based on incidents and identified high risk areas).			
	Provide surveillance video material/footage, which –			
	• must be delivered via day/night thermal camera with minimum 1080p resolution and x9 optimal zoom capability;			
	• must be date, time and GPS stamped;			
	• must be stored on a server accessible through the internet for 31 calendar days (or more);			
	• must be available for viewing and downloading by SAFCOL in full colour; and			
• will belong to SAFCOL at all times.				
10. Guards (28 Requirements) Manage and oversee performance and effectiveness of guards (where deployed, and <u>ONLY</u> to the extent that a site cannot be fully protected by technology).	Provide supervisors (<u>per site</u> and with ultimate accountability for all guards deployed) to work in close collaboration with SAFCOL Site Managers, including but not limited to the following:			
	• Always be available on cellphone, radio or other issued device and interact with SAFCOL Site Managers (at least daily) and Group Land Risk Manager (weekly), and respond to all incidents, alarms, and near misses (e.g. false alarms) immediately.			
	• Conduct random patrols/site inspections (at least twice per shift) and implement corrective actions to ensure effective service delivery at all times.			
	• Personally manage guard shift handovers on sites to prevent sites being unguarded at any time.			
	• Take accountability that automated and manual observation books are in place and reported issues are dealt with correctly.			
	• Keep keys to chainsaw stores safe and ensure keys are available to unlock stores at correct times so that operations/production are not negatively impacted.			
• Assist guards to draft complete and accurate SAPS witness statements to support proper investigation of cases by SAPS to enable successful prosecution and conviction.				

Deliverable	Scope of Work	Yes	No	Comments
	<ul style="list-style-type: none"> Take accountability/ownership of reporting cases to SAPS and obtaining SAPS case numbers. 			
	Issue handheld portable compact communication devices to guards that adhere to the following requirements:			
	<ul style="list-style-type: none"> Of robust design (water resistant IP65, shock proof, intrinsically safe, over voltage abuse alert feature). 			
	<ul style="list-style-type: none"> Enable real time communication with panic feature and indicate position of guards on map in control room/s. 			
	<ul style="list-style-type: none"> Have battery life exceeding periods that guards are in field. 			
	<ul style="list-style-type: none"> Monitor guards' execution of duties (including logging dates and times, guard identification and patrol points and submit regular reports to SAFCOL Site Managers. 			
	<ul style="list-style-type: none"> Activate patrol interval timer alarm with notification to control room/s (if guard stops patrolling/ patrol interval is exceeded). 			
	<ul style="list-style-type: none"> Notify control room/s when new guard does not commence duty (guard shift interval timer alarm). 			
	<ul style="list-style-type: none"> Support web based sirens, emails and SMS alerts to control room/s and relevant SAFCOL Site Managers. 			
	<ul style="list-style-type: none"> Provide real time information via web interface and support automated reporting to verify services delivered before payment is processed. 			
	Ensure that the following minimum standard for guards are complied with:	N/A	N/A	N/A
	<ul style="list-style-type: none"> Always report on duty on time and fit for work, in full uniform, neat/presentable with the required tools of trade (e.g. baton, hand cuffs with keys, etc.). 			
	<ul style="list-style-type: none"> Attend scheduled monthly safety meetings. 			
	<ul style="list-style-type: none"> Maintain continuous interaction via provided channel (e.g. cellphone/radio/communication device) and report at least hourly to supervisor and SAFCOL Site Manager (hourly reporting by guards can also be facilitated through control room/s and/or technology). 			
	<ul style="list-style-type: none"> Inspect all buildings/gates/fences/alarms/security equipment in allocated area of responsibility, daily and report any damaged/faulty instances. 			
	<ul style="list-style-type: none"> Escort teams with chainsaws to and from infield. 			
	<ul style="list-style-type: none"> Report all defective/damaged security equipment (i.e. not in working condition) when starting shift (e.g. alarms, electric fences, cameras) to supervisor and SAFCOL Site Manager. 			
	<ul style="list-style-type: none"> Report all security incidents, closed roads, fire, smoke, fire hazards, and suspicious people/vehicles, and near misses to supervisor and SAFCOL Site Manager. 			
	<ul style="list-style-type: none"> Remove snares on visible hunting trails around residential areas. 			
	<ul style="list-style-type: none"> Conduct regular village patrols to monitor illegal activities. 			
	<ul style="list-style-type: none"> Arrest all perpetrators. 			
	<ul style="list-style-type: none"> Report incidents correctly and on the same day of occurrence/observation and assist supervisor with investigation of incidents. 			
11. Control Room/s (23 Requirements)	Integrate and set up all technology and infrastructure (existing and new, where required) on SAFCOL sites, linked to control room/s.			
Monitor all service points and integrated security elements,	Locate control room/s within range of clear transmission and reception of all communication channels, e.g. alarm			

Deliverable	Scope of Work	Yes	No	Comments
and respond (in real time) to information collected via functional control room/s.	monitoring devices, surveillance cameras, radios, telephones, cellphones, panic buttons, guards communication devices, armed response vehicles, etc.			
	Maintain control room/s (and all equipment) functionally for 24 hours, seven days per week and 365 days per year.			
	Man control room/s with skilled and competent operators and supervisors that are trained on all relevant technology to support armed response units and guards to prevent loss of assets (the service provider must certify that control room/s personnel are properly trained at all times).			
	Maintain communication with deployed guards/armed response units through appropriate technology (at least hourly during night shifts and weekends).			
	Monitor all alarms, surveillance cameras, communication channels (e.g. radios, telephones, cellphones, panic buttons, guards' communication devices, armed response vehicles), and other indicators of security breaches.			
	Record audio and video footage of all telephone, cellphone, radio communications, cameras, activated alarms, dispatches, and security incidents (with, at least, the date, time, place and type of incident, by whom it was reported, and who were informed); such recordings must be available to SAFCOL in real time.			
	The alarm software must be web based to support centralised/regional/site control room/s.			
	A web based occurrence book must be provided, that supports statistics, trends and graphs, number of incidents (e.g. per control room/s operator), unclosed/ undetermined incidents, and information related to progress/follow up on cases.			
	Whenever there is a communications failure, or a specific console/control room is no longer connected or unable to receive/respond to alarm signals, another/secondary/ backup console/control room/s must be alerted with automated handover.			
	Consoles must interface with large display via HDMI ports, a mouse and keyboard and must support self-tests (e.g. keyboard, Ethernet port/s, HDMI, sound, mouse).			
	Consoles must prevent connection to YouTube or game sites and must be dedicated purely to receive security technology information (e.g. alarms), and must be logged on to alarm acknowledgement screen and/or occurrence book.			
	New alarms must be announced via speech, an alert must be sounded for unacknowledged/ outstanding alarms/incidents and a dashboard must display unacknowledged alarms/incidents.			
	Consoles must monitor operators' speed of acknowledgement and escalate failure to respond.			
	An automated report relevant to alarms/incidents acknowledged and responded to must be provided.			
	The software must support address lookup, a dispatch system and driver communication.			
	Dispatch response units to reach sites within 20 minutes of emergencies, e.g. but not limited to, activated alarms, failure to reach guards, suspicious vehicles/people, etc.			
Control room/s software must display activated alarms, and GPS locations of personnel issued with tracking products, vehicles, assets, response teams and guards on an				

Deliverable	Scope of Work	Yes	No	Comments
	integrated map system in control room/s (with stationary/unused vehicles visibly identified).			
	Provide immediate/continuous feedback to SAFCOL Site Managers during and after emergencies.			
	Ensure that all incident specific information is coherently interpreted and replicable for purposes of incident investigations, SAPS case files and successful prosecution in a court of law.			
	Analyse information collected through various technology and infrastructure channels to determine trends to inform appropriate interventions to prevent future security breaches.			
	Provide appropriate training to SAFCOL personnel, e.g. drivers, operators, log writers, foresters with appropriate training (including practical evaluation) to operate security technology and infrastructure.			
	Ensure that valid ICASA licenses and other relevant security communication certificates that may be required, are in place and included in total monthly fee quoted.			
12. Armed Response (18 Requirements) Deploy fully equipped and resourced response vehicles to respond to emergencies on SAFCOL sites.	All response team members must be armed.			
	All response team members must be extensively trained on use of equipment and on responding to all alarms/early warning security technology/infrastructure.			
	All vehicles must be equipped with driver identification systems to validate authorised drivers.			
	All vehicles must be fitted with all communication and navigation devices necessary to automatically and accurately navigate response teams to incident locations.			
	Failure of response teams and/or vehicles to mobilise must result in an automated siren within 1 minute outside the vehicle to alert the response team.			
	Multi-constellation GPS technology must be provided and all vehicles must be equipped with the related telematics systems.			
	The telematics system must be supporting GSM technology 2G (GPRS) as well as 4G on at least two different networks.			
	Datasheets of GPS activity must be made available on request.			
	The vehicle tracking system must interface with the communication network as part of the solution.			
	All vehicles must have panic buttons at the driver and passenger sides in cabins.			
	All vehicles must have mobile digital video recorders with 256 megabyte memory and two cameras to capture reliable evidence during security interventions (cameras must include view of vehicle occupants in the cabin as well as both sides of vehicles outside).			
	Video footage from all cameras must be displayed in real time in control room/s (in the event of 3G or 4G communication interruption, footage must be captured offline for recovery when network connectivity resumes.			
	Forward looking infrared (FLIR) cameras must be available when needed to deliver on the requirements of this scope of work.			
	All vehicles must be have a handheld recovery device to capture location of stolen assets.			
	All vehicles must be equipped to operate in harsh forest terrains (4x4).			
All vehicles must be equipped with fuel cards.				

Deliverable	Scope of Work	Yes	No	Comments
	Response vehicles must be able to respond to emergencies on sites within 20 minutes during daylight hours, based on information of authorised activity in plantations from SAFCOL Site Managers.			
	Response vehicles must remain within 15 minutes reaction time of identified hot spots between 19h00 and 05h00 daily.			
	The service provider/s' employees must be fully trained and competent to –	N/A	N/A	N/A
	<ul style="list-style-type: none"> open cases with SAPS with comprehensive and compliant statements and evidence files; 			
	<ul style="list-style-type: none"> provide case numbers to SAFCOL Site Managers within 24 hours of incidents occurring; 			
	<ul style="list-style-type: none"> recognise possible offences being depicted by the fact pattern; 			
	<ul style="list-style-type: none"> assess application of the Prevention of Organised Crime Act, i.e. whether a syndicate is involved and whether offences can be classified as Schedule 5 or 7 offenses; 			
	<ul style="list-style-type: none"> assess whether statutory offences contained in Sections 61, 62, 63 and 64 of the National Forests Act, and Section 25 of the National Veld and Forest Fire Act has been committed; 			
	Respond to infield incidents and provide SAFCOL Site Managers and the Group Land Risk Manager with detailed security reports within 5 days of incidents occurring, including the following:			
	<ul style="list-style-type: none"> make arrests and follow up on leads; 			
	<ul style="list-style-type: none"> compile the first information of crime detailing (at least) the date, place and time of offenses; 			
	<ul style="list-style-type: none"> take witness statements, and identify/gather the maximum available evidence and information/ intelligence from people and locations; 			
	<ul style="list-style-type: none"> critically analyse all available information and evidence and compile a docket, which shall include, at least, but not limited to: <ul style="list-style-type: none"> a statement by the complainant; witness statements; exhibits; forensic evidence and supporting affidavits; a list of suspects; and a diary detailing intelligence gathered, particulars of sources/informers, and comments on their involvement at trial. 			
	<ul style="list-style-type: none"> document and preserve all evidence and information, maintain all relevant records and manage such information until conclusion of cases by SAPS and/or Prosecuting Authorities; 			
	Relevant employees of the service provider must be provided with a mobile phone application to capture evidence and automatically link such evidence to occurrence book entries, in support of SAPS investigations and successful prosecution/conviction (e.g. accurate GPS data, dates and times, operator data, fixed references, photographs incidents).			
	The technology system employed by the service provider must be accepted as a source of evidence by a court of law in South Africa.			

13. SAPS Collaboration
(20 Requirements)

Collaborate with South African Police Services and Prosecuting Authorities to prevent, investigate and prosecute illegal activity incidents successfully.

Deliverable	Scope of Work	Yes	No	Comments
	Provide evidence to SAFCOL for internal disciplinary hearings, SAPS during investigation, and to Prosecuting Authority during prosecution in a court of law as and when required to ensure successful prosecution/ conviction by assisting the SAPS investigating officer with the following:			
	<ul style="list-style-type: none"> a roster of all personnel involved with the deposit of timber at roadside; critical incident response; interpretation of criminal law and offence recognition; and crime scene management. 			
	Participate at bail proceedings and trial, and remain in attendance until conviction has been secured.			
	Compile a report on sentencing, emphasising the seriousness of the offenses, the frequency of the crimes and the harm to the victims, the community and the industry.			
14. Fire Arms (5 Requirements)				
Manage firearms responsibly.	All fire arms must be licensed for business purposes.			
	Personnel carrying weapons must be trained, licensed, and in possession of competency certificates.			
	A fire arms register must be kept with all licenses and training certificates.			
	Compliant, safe work procedures for fire arms must be in place, and confirmed against signatures.			
	All fire arms must be kept safe while on SAFCOL sites, and issuing thereof must be controlled.			
15. Ad Hoc Services (6 Requirements)				
Provide <i>ad hoc</i> services upon request (not limited to items listed).	Armed response unit/s to respond to tip-offs, exposures and/or security initiatives.			
	A specialised dog unit/s to respond to tracking or related needs.			
	Crowd control (e.g. community unrest, labour unrest, strikes, riots, etc.).			
	Additional static and/or armed guards for specific exposures/security initiatives.			
	Emergency support during fires (e.g. escorts in dangerous/suspicious circumstances and as part of incident command center response, such as arson, traffic control).			
	Senior employees to conduct roadblocks, stakeouts or other security interventions in collaboration with SAPS, customers, neighboring land owners, adjacent communities, and/or industry role players.			

5. LEGAL AND OTHER COMPLIANCE REQUIREMENTS

The successful service provider must at all times provide a solution that is fully compliant with all legislation, as amended (including regulations issued in terms of such legislation), that may be relevant to the service rendered, including (but not limited to) the following:

- Constitution of the Republic of South Africa Act 108 of 1996
- Private Security Industry Regulation Act 56 of 2001
- Criminal Procedure Act 51 of 1977
- Prevention of Organised Crime Act 121 of 1998
- Firearms Control Act 60 of 2000
- Civil Aviation Act 13 of 2009
- Independent Communications Authority of South Africa Act 2 Of 2014
- Electronic Communications Act
- Standards Act 29 of 1008

- Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act 19 of 2006
- Performing Animals Protection Act 24 of 1935
- National Forests Act No 84 of 1998
- Management of State Forests Act 128 of 1992
- National Veld and Forest Fire Act 101 of 1998
- Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998
- Extension of Security of Tenure Act 62 of 1997
- Mineral and Petroleum Resources Development Act 28 of 2002
- Basic Conditions of Employment Act 75 of 1997
- Occupational Health and Safety Act 85 of 1993
- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Minimum Wage Act 9 of 2018
- Protection of Personal Information Act 84 of 1982

In addition, and to the extent relevant to the bidder's proposed solution and related equipment, other standards must be complied with, such as (but not limited to) –

- South African Forestry Contractors Association (SAFCA)
- The South African Intruder Detection Services Association (SAIDSA)
- The South African National Security Employers' Association (SANSEA)
- ISO 9001:2015 (Quality Management System)
- SAPS Eyes and Ears (E2)
- Safety and Security Sector Education and Training Authority (SASSETA)
- ISO 21384-2:2021 (Unmanned Aircraft Systems)
- International Electrotechnical Commission (IEC) Standards
- Voluntary Principles of Security and Human Rights (VPSHR)
- A Polygraph and Voice Stress Association (PVSA)

6. EVALUATION CRITERIA

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal. Service Providers will be evaluated on functionality. The bidders that score points which exceed the minimum threshold provided on functionality will further be evaluated on Price and on Broad Based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2017.

The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the evaluation criteria indicated in the Terms of Reference.

- **All bidders who score less than 60 out of 100 points for functionality, will not be considered further.**
- **All bidders who score less than 60 out of 100 points for presentation, will not be considered further.**
- **All bidders who score less than 60 out of 100 points for site inspection, will not be considered further.**
- Evaluation will be conducted in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017.
- **This bid will be evaluated on 90/10 Broad Based Black Economic Empowerment (B-BBEE) Status level contributor shall be applicable.**

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:

- Phase 1a : Administrative Requirements
- Phase 1b : Pre-Qualification Criteria
- Phase 1c : Mandatory Requirements
- Phase 2a : Technical and Functionality Requirements
- Phase 2b : Presentation Requirements
- Phase 2c : Site Inspection Requirements
- Phase 3 : Price and B-BBEE Requirements

Phase 1(a): Administrative Requirements

Service Providers are to fully complete and sign all standard bidding documents as indicated below.

DESCRIPTION	COMPLY	DO NOT COMPLY
Completion in full of the Request for Proposal document		
Completion of all SBD Forms (Declaration Forms)		
Proof that tax matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)		
Certified copy of proof of company registration documents (e.g. Pty, Trust, CC, etc.)		
Certified ID copy or copies of the Company Director/s		
Original or certified copy of B-BBEE Level of contribution Certificate OR a sworn affidavit –B-BBEE Exempted Micro Enterprise. Joint ventures must submit a consolidated BBBEE certificate.		
Registration with Central Supplier Database (CSD)		
Joint Venture Agreement (if applicable)		

Phase 1(b): Pre-qualification Criteria

DESCRIPTION	COMPLY	DO NOT COMPLY
BBBEE Level Status of 1-8 Bidder must attach a SANAS accredited B-BBEE Level certificate or a sworn affidavit		

NB: Only bidders who comply with pre-qualification will be considered for further evaluation on Mandatory requirements.

Phase 1(c): Mandatory Requirements

NO	DESCRIPTION	COMPLY	DO NOT COMPLY
1.	PSIRA registration of the Company		
2.	Letter of Good Standing with PSIRA (for the Company)		
3.	PSIRA Registration of Directors		
4.	Letter of Good Standing with COID (annually)		
5.	Public Liability Insurance of more than R10 million with extensions for fire and pollution		
6.	ICASA registration		

N.B: Bidders who fail to meet all mandatory requirements will not be considered for further evaluation on Technical and Functionality requirements

Phase 2 - Functionality Evaluation

Phase 2a. Technical Functionality Requirements (Make reference to item 5 above)

Technical Functionality Evaluation Criteria	Evaluation Method	Points Allocation
A. Company Experience (10) Bidders must – (i) demonstrate at least eight years’ experience (in the last ten years) in providing integrated and technology enabled security solutions (<u>NOT</u> only guards) to clients with (ii) a geographical range of at least 500 kilometers <u>OR</u> a geographical footprint of at least 50 000 hectares by submitting traceable/ contactable signed letters from such clients on company letterheads.	No reference letter or less than eight years’ experience (years, kilometers <u>OR</u> hectares).	0
	5 or less reference letters with eight years’ experience (years, kilometers <u>OR</u> hectares).	6
	More than 5 reference letters with eight or more years’ experience (years, kilometers <u>OR</u> hectares).	10
B. Best Practice Profile – 10 requirements (5) Bidders must submit proof of membership/registration/ accreditation/compliance with: <ul style="list-style-type: none"> • SAFCA, • SAIDSA, • SANSEA, • ISO 9001:2015, • SAPS E2, • SASSETA, • ISO 21384-2:2021, • IEC Standards, • VPSHR, • PVSA 	Less than 5 requirements proven	0
	5 requirements proven	3
	More than 5 requirements proven	5
1. Security Assessments (6 SOW Requirements) (2) Bidders must – (i) meet 60% of SOW requirements and (ii) provide an example, template and methodology to demonstrate that requirements will be delivered.	Less than 4 requirements demonstrated	0
	4 requirements demonstrated	1
	More than 4 requirements demonstrated	2
2. Project Manager (17 SOW Requirements) (5) Bidders must meet 60% of SOW requirements.	Less than 10 requirements confirmed	0
	10 requirements confirmed	3
	More than 10 requirements confirmed	5
3. Site Protection (15 SOW Requirements) (5) Bidders must – (i) firstly meet 60% of SOW requirements, (ii) and then provide a clear indication that optimal integration with SAFCOL’s existing security technology and infrastructure will be achieved, and (iii) include installation of CCTV monitored cameras at all 6 network towers included in the scope.	Less than 9 requirements confirmed, no integration with exiting technology and infrastructure; CCTV monitored cameras for less than 6 network towers.	0
	9 requirements confirmed, optimal integration with existing technology and infrastructure; CCTV monitored cameras for 6 network towers.	3
	More than 9 requirements confirmed, optimal integration with existing technology and	5

	infrastructure; CCTV monitored cameras for 6 network towers.	
4. Biological assets (15 SOW Requirements) (10) Bidders must – (i) firstly meet 60% of SOW requirements and (ii) and then provide a clear indication that optimal integration SAFCOL’s existing security technology and infrastructure will be achieved.	Less than 9 requirements confirmed, no integration with exiting technology and infrastructure	0
	9 requirements confirmed, optimal integration with existing technology and infrastructure	6
	More than 9 requirements confirmed, optimal integration with existing technology and infrastructure	10
5. Ecotourism Sites (3 SOW Requirements) (2) Bidders must meet 60% of SOW requirements.	Less than 2 requirements confirmed	0
	2 requirements confirmed	1
	More than 2 requirements confirmed	2
6. Infield Equipment (13 SOW Requirements) (8) Bidders must – (i) firstly meet 60% of SOW requirements and (ii) and then provide a clear indication that optimal integration with SAFCOL’s existing security technology and infrastructure will be achieved.	Less than 8 requirements confirmed	0
	8 requirements confirmed, optimal integration with existing technology and infrastructure	5
	More than 8 requirements confirmed, optimal integration with existing technology and infrastructure	8
7. Product Transport (19 SOW Requirements) (7) Bidders must – (i) firstly meet 60% of SOW requirements and (ii) and then provide a clear indication that optimal integration with SAFCOL’s existing security technology and infrastructure will be achieved.	Less than 11 requirements confirmed, no integration with exiting technology and infrastructure	0
	11 requirements confirmed, optimal integration with existing technology and infrastructure	4
	More than 11 requirements confirmed, optimal integration with existing technology and infrastructure	7
8. Alarm System (10 SOW Requirements) (5) Bidders must – (i) firstly meet 60% of SOW requirements and (ii) and then provide a clear indication that optimal integration with SAFCOL’s existing security technology and infrastructure will be achieved.	Less than 6 requirements confirmed, no integration with exiting technology and infrastructure	0
	6 requirements confirmed, optimal integration with existing technology and infrastructure	3
	More than 6 requirements confirmed, optimal integration with existing technology and infrastructure	5
9. Aerial surveillance (12 SOW Requirements) (3) Bidders must meet 60% of SOW requirements.	Less than 7 requirements confirmed	0
	7 requirements confirmed	2
	More than 7 requirements confirmed	3

10. Guards (28 SOW Requirements) (9) Bidders must meet 60% of SOW requirements.	Less than 17 requirements confirmed, more than 150 guards in total, no armed guards with vehicle	0
	17 requirements confirmed, between 80 and 150 guards in total, armed guards with vehicles at all 9 plantations with level 4 and 5 risk ratings	5
	More than 17 requirements confirmed, less than 80 guards in total, armed guards with vehicles at all 15 plantations	9
11. Control Room/s (23 SOW Requirements) (9) Bidders must – (i) firstly meet 60% of SOW requirements and (ii) and then provide a clear indication that optimal integration with SAFCOL’s existing security technology and infrastructure will be achieved.	Less than 14 requirements confirmed, no integration with exiting technology and infrastructure	0
	14 requirements confirmed, optimal integration with existing technology and infrastructure	5
	More than 14 requirements confirmed, optimal integration with existing technology and infrastructure	9
12. Armed Response (18 SOW Requirements) (10) Bidders must – (i) meet 60% of SOW requirements and (ii) proof of ownership (registration certificates or existing valid lease agreement) of fully equipped response vehicles.	Less than 11 requirements confirmed, less than 8 compliant vehicles proven	0
	11 requirements confirmed, 8 to 10 compliant vehicles proven	6
	More than 11 requirements confirmed, more than 10 compliant vehicles proven	10
13. SAPS (20 SOW Requirements) (3) Bidders must meet 60% of SOW requirements.	Less than 12 requirements met	0
	12 requirements met	2
	More than 12 requirements met	3
14. Fire arms (5 SOW Requirements) (2) Bidders must meet 100% of SOW requirements	Less than 5 requirements met	0
	5 requirements met	2
15. Ad Hoc Services (6 SOW Requirements) (5) Provide <i>ad hoc</i> services upon request (examples, not limited to the items listed).	Less than 4 requirements met	0
	4 requirements met	3
	More than 4 requirements met	5
TOTAL		100
MINIMUM POINTS FOR TECHNICAL FUNCTIONALITY		60

N.B: Only Bidders who score 60 points for Functionality will be considered for further evaluation on Presentation and Site Inspection Requirements.

Phase 2b. Presentation Requirements

Presentation Evaluation Criteria	Evaluation Method	Points Allocation
Presentation (7 requirements listed below) (100) At their own cost, bidders present their capability across the entire integrated and technology enhanced security service solution during an online MS Teams presentation, including (but not limited to) the following: <ul style="list-style-type: none"> • A full overview of services proposed for SAFCOL in alignment with these terms of reference (at least 60% of SOW Requirements). • The working of all elements and how they will be integrated, by online accessing the web-based software on which the solution is based. • How the control room/s will respond immediately if any problems are experienced on site. • Arrangements to minimise travel time of response arrangements. • Strategy to optimise technology usage and minimise guard deployment over the term of the SLA. • Superior expertise available to SAFCOL. • Present full pricing strategy breakdown over 5 years 	Less than 4 requirements presented	0
	4 requirements presented	60
	More than 4 requirements presented	100

N.B: Only Bidders who score 60 points will be considered for further evaluation on Site Inspection Requirements.

Phase 2c. Site Inspection Requirements

Site Inspection Evaluation Criteria	Evaluation Method	Points Allocation
Bidders must <u>practically demonstrate</u> the following for <u>physical observation</u> by the Bid Evaluation Committee: (9 requirements listed below) <ol style="list-style-type: none"> 1. Dedicated control room/s with web based functionality. 2. Electronic communication of incidents <i>via</i> cell phone application or web based programme (including how SAFCOL Site Managers will receive information). 3. All technology (panic buttons, alarms, electric fences, cameras), guards and armed response units, observable/monitored in control room/s. 4. Live tracking of vehicles and personnel movements (including guards). 5. Robustness of equipment to be issued to service providers' employees (e.g. rough terrain, water resistant IP65, 4x4 vehicles). 6. Technology and equipment in armed response unit vehicles. 7. License plate and facial recognition capability of camera network. 8. Receipt of notice of activated alarm/camera/illegal activity and dispatch of response units (automated or through control room/s operator). 9. Remote login systems for pre-approved users. <p>Bidders may elect to do the demonstrated (i) at their own premises, (ii) at an existing client's premises, or (iii) at a SAFCOL site.</p>	less than 5 requirements successfully demonstrated	0
	5 requirements successfully demonstrated	60
	More than 5 requirements successfully demonstrated	100

N.B: Only Bidders who score 60 Points will be considered for further evaluation on Price and B-BBEE Level.

Phase 3: Price and B-BBEE Evaluation

Evaluation Criteria		Points
1.	Price	90
2.	Black Economic Empowerment	10
3.	Total	100

B-BBEE Status Level Contributor

B-BBEE Status level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	2
Non-Compliant Contributor	0

Price Evaluation:

All bidders **must** attach a detailed price/commercial proposal for the provision of an integrated and technology enabled security service solution for five (5) years that includes VAT and is quoted in South African Rand (ZAR).

The fee **must** be indicated per site and **must** include all related costs such as upgrade of the service providers systems, regulatory fees (e.g. ICASA, PSIRA), expected minimum wage announcements, and all capital outlay that may be required to deliver the service. SAFCOL will only consider bids that include all costs in a single operational fee payable per month per site as indicated in the table below:

Risk Rating	SAFCOL Site	Year 1		Year 2		Year 3		Year 4		Year 5	
		Technology	Guards	Technology	Guards	Technology	Guards	Technology	Guards	Technology	Guards
5	Donkerhoek Network Tower										
2	Belfast (Belfast, Pan)										
2	Lakenvlei Lodge										
2	Lakenvlei Network Tower										
1	Highveld Regional Office										
5	Bergvliet										
4	Berlin										
1	Kaapschehoop Hiking Trail										
1	Kaapschehoop Horse Trails										
1	Camp Africa										
1	Coetzee Stroom										
1	Mac Mac Forest Retreat										
5	Blyde										
1	Prospectors Hiking Trail										

Risk Rating	SAFCOL Site	Year 1		Year 2		Year 3		Year 4		Year 5	
		Technology	Guards	Technology	Guards	Technology	Guards	Technology	Guards	Technology	Guards
5	Donkerhoek Network Tower										
5	Black Hill Network Tower										
5	Brooklands										
3	Entabeni										
3	Timbadola Sawmill										
5	Klein Australia Network Repeater										
5	Jessievale										
4	Nelshoogte										
1	Queens Rose Hiking Hut										
4	Nelshoogte Network Tower										
3	Ngome										
1	Palm Ridge Nursery										
4	Roburnia										
5	Tweefontein										
3	Tweefontein Research Centre/Nursery										
5	Platorand Training Centre										
1	Fanie Botha Hiking Trail										
1	Loerie Day Trail										
1	Forest Falls Day Trail										
1	Green Heritage Picnic Site										
1	Mac Mac Pools Picnic Site										
1	Lone Creek Falls										
1	Bridal Veil Falls										
1	Mac Mac Falls										
1	Forest Falls										
1	Lisbon Falls										
1	Berlin Falls										
1	Forestry Museum										
2	Uitsoek										
1	Uitsoek Hiking Trail										
1	Beestekraal Day Trail										
1	Bakkrans Day Trail										
5	Wilgeboom										
2	Witklip										
3	Centres of Excellence										
2	Woodbush										
5	New Agatha Network Tower										
1	Magoebaskloof Hiking Trail										
Total											

All-inclusive fee for 2023/24:	R..... (Including VAT)
All-inclusive fee for 2024/25:	R..... (Including VAT)
All-inclusive fee for 2025/26:	R..... (Including VAT)
All-inclusive fee for 2026/27:	R..... (Including VAT)
All-inclusive fee for 2027/28:	R..... (Including VAT)
<u>Total All-inclusive fee for 2023/24 to 2027/28:</u>	<u>R..... (Including VAT)</u>

All-inclusive hourly fee *ad hoc* security services requests 2023/24: R.....
(Including VAT)
All-inclusive hourly fee *ad hoc* security services requests 2024/25: R.....
(Including VAT)
All-inclusive hourly fee *ad hoc* security services requests 2025/26: R.....
(Including VAT)

If rates are not firm for the full period of the SLA, details must be provided of the basis on which adjustments shall be applied, e.g. CPI. All additional costs must be clearly specified.

7. RULES OF BIDDING

- (a) The SAFCOL reserves the right not to award this bid/contract.
- (b) The SAFCOL reserves the right to negotiate price with the preferred bidder.
- (c) Late submissions will not be considered.
- (d) The bid and all information in connection therewith shall be held in strict confidence by the bidder and the SAFCOL.
- (e) The bidders may not disclose any information, documents or products to any other party without prior written approval of the SAFCOL.
- (f) Copyright of all documentation resulting from contracts arising from this bid belongs to the SAFCOL.
- (g) The intellectual property rights of all work conducted by the Service Provider remain vested in the SAFCOL and may not be distributed, published or disclosed to any third party without the prior explicit written consent of the SAFCOL.
- (h) Successful Bidder may be subjected to screening and signing of confidentiality oath.

THE END.