

Terms of reference (ToRs) for the procurement of services below the EU threshold

	Project number/ cost centre:
Security awareness, car-jack prevention and first aid training course	
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0. List of abbreviations

AG	Commissioning party
AN	Contractor
AVB	General Terms and Conditions of Contract for supplying services and work
FK	Expert
FKT	Expert days
KZFK	Short-term expert
ToRs	Terms of reference

1. Context

Under the motto of “health before wealth” the training aims at sensitizing staff in order to perform their daily duties. Emphasis will not only be put on theoretical risk management issues, but also rather on practical drill. Staff needs to be able to actively take steps that will safeguard their own safety, physical and mental well-being. The training will offer a platform for conveying critical security information which is derived from GIZ’s minimum security standards (MSS) for security risk management (SRM) developed by GIZ HQ’s Corporate Security Unit (Stabsstelle Unternehmenssicherheit).

GIZ staff in South Africa and Lesotho lives and works under volatile circumstances and faces various risks in their day-to-day routine. Due to the socio-economic situation (youth unemployment, lack of basic services e.g. electricity and upcoming elections in 2024 political or civil unrest are highly likely; violent crime, demonstrations, disturbances, power cuts, shutdown of social media, mob violence (in traffic situations/on roads) and so on are still likely to happen and remaining a potential threat.

The planned training leans on GIZ recognized concepts and is modified to the local context

2. Tasks to be performed by the contractor.

The GIZ Country Office South Africa and Lesotho, located in PRETORIA, will realize in-country Security Trainings for all national and international GIZ staff. So far, the total number of possible participants are calculated approximately +/-450 staff. Each training lasts 2,5 days and covers several major subjects – which each are addressed to groups of 15 to max. 20 participants by two trainers in each session. Every module will last between 60 to 90 minutes. The training is mandatory for all GIZ staff, national and international. The trainings will be held in the capital PRETORIA, and MASERU (Lesotho).

GIZ South Africa and Lesotho has identified approx. 450 personnel with the need to undertake a mandatory Security training. Due to fluctuation of personnel follow-up trainings will be necessary.

The number of trainings in

1. PRETORIA 14 trainings (Two and a half days training, one per week).
 2. MASERU 3 trainings (Two-day training over two weeks)
- these should be conducted over a period of eight month.

A total of 17 trainings with 2.5 days each training and 15 (up to 20 possible) persons per training are to be offered for Pretoria and

A total of 3 trainings with 2 days each training (No need for first aid training and 20 (up to 25 possible) persons per training are to be offered for Maseru.

One additional training should be taken into consideration to allow late commers to be trained.

The contractor shall provide the following work/services during multiple identical 2.5-day trainings:

- Module 1: Opening: Welcome and course administration.

- Module 2: Security basics, potential achievements of the course, security analysis, risk radar, likelihood vs. impact, risk matrix
- Module 3: Situational awareness in your context (crime statistics etc.)
- Module 4: Working Groups: Preparation of an overland vehicle movement.
- Module 5: Demonstrations/roadblocks.
- Module 6: Working Groups: Risk mitigation for House/Hotel Security; Natural disaster.
- Module 7: Sexualized violence/ sexual harassment – stress management strategies
- Module 8: Crime awareness (home invasion, theft, scamming, social media)
- Module 9: Contact crime on foot (armed robbery, grab bag, mob, demonstrations, in the city, in the car, ATM, trick theft, Taxi, airport etc.), principles of self-protection.
- Module 10: Abduction (Instant kidnapping)
- Module 11: First Aid / Medical Emergencies for SA only (GIZ internal procedures)
- Module 12: GIZ procedures (Emergency Communication/EMNS, Personal Data Sheet, Site Security Assessment)
- Module 13: Closing: Sum up, feedback, certificates handover and farewell

Workshops, training

The contractor implements the following workshops/study trips/training courses:

- The first Training should start on the 2nd of September 2024, all other dates will be discussed with the contractor. However, the implementation should happen as soon as possible.
 - Trainings for up to 450 Persons over a period of 8 Month (20 colleagues per week) to be executed and take place in **PRETORIA and MASERU preferably at the GIZ premises**, Training is expected to be needed in PRETORIA for approx. 380 people, in Maseru for approx. 60 people (1 week meaning 2 trainings).
- A session in PRETORIA starts on Monday with the arrival of the trainers at training site, followed by 2,5 training days another set of 2,5 training days, followed by the departure of the trainers in the evening of the last training day or the following day.
- That is one training per week up to approx. 20 persons per week. All other trainings must be adopted according to the necessities of additional travel days to other locations as mentioned above. Additional travel days must be added as they occur.

The contractor shall further:

- The contractor is responsible for selecting, preparing, training and steering the experts (international and national, short and long term) assigned to perform the advisory tasks.
- The contractor makes available equipment (excluding paragraph 6) and supplies (consumables) and assumes the associated operating and administrative costs.
- The contractor manages costs and expenditures, accounting processes and invoicing in line with the requirements of GIZ.
- Securing the administrative conclusion of the project
- Ensuring compliance with reporting requirements
- Providing specialist support for the on-site team by staff at company headquarters
- Sharing the lessons learned by the contractor and leveraging the value of lessons learned on site.

Period of assignment: From 2 September.2024 until 30 May 2025. (8 month)

Certain milestones, as laid out in the table below, are to be achieved during the contract term:

Milestones/process steps/partial services	Deadline/place/person responsible
<ul style="list-style-type: none"> - Capable to identify anomalies in their environment, - Able to assess and calculate threats and risks within their working and living environment, - Sensitized for and conscious of a thoughtful, careful and preventive behavior facing threats, - Know how to behave in cases of emergencies and crises, - Know how to behave in checkpoints and other relevant situations. - Understand the importance of security measures in and around accommodations, - Can actively use de-escalation strategies, - Is informed about general security risks on foot in the city and can apply mitigation measures, - Understands the limitations of self-defense strategies by using weapons, pepper spray, knives or other gadgets or tools. <p><u>Further objectives and content:</u></p> <ul style="list-style-type: none"> - Risk and threat assessment. - Situational awareness - Behavior and scope of action in a threatening situation / hostile environment - De-escalation strategies - Personal limits 	<p>Training to commence with beginning of contract.</p>

Period of assignment: From 2 September.2024 until 30 May 2025. (8 month)

3. Concept

Other specific requirements

Qualification of proposed experts/trainers

Trainer needs to have a valid trainers certificate issued by a recognized agency (local institution, ICRC, DRK, JUH etc.)

4. Personnel concept

The trainings can also be split up with another team that the bidder can offer. However, this does not change anything about the costing requirements below. If no other team is offered, a maximum of one additional expert should be offered in the pool position.

Team leader

Tasks of the team leader

- Overall responsibility for the advisory packages of the contractor (quality and deadlines)

- Coordinating and ensuring communication with GIZ, partners and others involved in the project
- Personnel management, in particular identifying the need for short-term assignments within the available budget, as well as planning and steering assignments and supporting local and international short-term experts
- Regular reporting in accordance with deadlines

Qualifications of the team leader

- Language (2.1.2): C1-level language proficiency in Language
 - General professional experience (2.1.3): 5 years, UN or ENTrI HEAT or similar, with missions or / and experience in crisis areas or post crisis contexts. First aid trainer need to have a valid first aid trainers certificate issued by a recognized agency (ICRC, DRK, JUH etc.)
- Specific professional experience (2.1.4): 10 years in professional experience in the Police, Military or Security service sector.
- Other (2.2.8): First Aid trainer need to have a valid First aid trainers certificate issued by a recognized agency

Key expert 1

Tasks of key expert 1

- To present briefings in theory and practical on security awareness, Hi-jack prevention and First aid Training in a professional manor.

Qualifications of key expert 1

- Language (2.2.2): C1 -level language proficiency in language
- General professional experience (2.2.3): 5 years' experience in a training facility
- Specific professional experience (2.2.4): 10 years in professional experience in the Police, Military or Security service sector.
- Other (2.2.8): First Aid trainer need to have a valid First aid trainers certificate issued by a recognized agency

The bidder must provide a clear overview of all proposed short-term experts and their individual qualifications.

In addition, the experts should have the following qualities/abilities and being able to bring the Participant to the following abilities:

- Capable to identify anomalies in their environment,
- Able to assess and calculate threats and risks within their working and living environment,
- Sensitized for and conscious of a thoughtful, careful and preventive behavior facing threats,
- Know how to behave in cases of emergencies and crises,
- Know how to behave in checkpoints and other relevant situations.
- Understand the importance of security measures in and around accommodations,
- Can actively use de-escalation strategies,
- Is informed about general security risks on foot in the city and can apply mitigation measures,
- Understands the limitations of self-defense strategies by using weapons, pepper spray, knives or other gadgets or tools.

- Further objectives and content:
- Risk and threat assessment.
- Situational awareness
- Behavior and scope of action in a threatening situation / hostile environment
- De-escalation strategies
- Personal limits

5. Costing requirements

Assignment of personnel and travel expenses

Per-diem and overnight accommodation allowances are reimbursed as a lump sum up to the maximum amounts permissible under tax law for each country as set out in the country table in the circular from the German Federal Ministry of Finance on travel expense remuneration (downloadable at <https://www.bundesfinanzministerium.de>).

Accommodation costs which exceed this up to a reasonable amount and the cost of flights and other main forms of transport can be reimbursed against evidence

All business travel must be agreed in advance by the officer responsible for the project.

Sustainability aspects for travel

GIZ would like to reduce greenhouse gas emissions (CO₂ emissions) caused by travel. When preparing your tender, please incorporate options for reducing emissions, such as selecting the lowest-emission booking class (economy) and using means of transport, airlines and flight routes with a higher CO₂ efficiency. For short distances, travel by train (second class) or e-mobility should be the preferred option.

If they cannot be avoided, CO₂ emissions caused by air travel should be offset. GIZ specifies a budget for this, through which the carbon offsets can be settled against evidence.

There are many different providers in the market for emissions certificates, and they have different climate impact ambitions. The [Development and Climate Alliance \(German only\)](#) has published a [list of standards \(German only\)](#). GIZ recommends using the standards specified there.

Specification of inputs

Fee days	Number of experts	Number of days per expert	Total	Comments
Designation of Team Leader	1	50	50	42 days Training in south Africa 6 days in Lesotho 2 day weekend in lesotho 2 days intro and de briefing

Designation of key expert 1	1	50	50	42 days Training in south Africa 6 days in Lesotho 2 day weekend in lesotho 2 days intro and de briefing
Designation of key expert 2	1	50	50	42 days Training in south Africa 6 days in Lesotho 2 day weekend in lesotho 2 days intro and de briefing
Transport	Quantity	Number of days per expert	Total	Comments
Fixed travel budget	3	50	50	A budget is earmarked for travel expenses within South Africa.
Other costs	Number	Price	Total in ZAR	Comments
Flexible remuneration	1	205.110,05	205.110,05	A budget of ZAR 205.110,05 is foreseen for flexible remuneration. Please incorporate this budget into the price schedule. Use of the flexible remuneration item requires prior written approval from GIZ.

The following basic calculations for the contract for works are a reference value based on the acceptance criteria for each partial work/milestone specified in Chapter 2 (Tasks to be performed by the contractor).

Since the contract to be concluded is a contract for works, we would ask you to offer your services at a lump sum price.

In addition, the assessment of the financial bid is also based on the underlying daily rate. Please also provide the underlying daily rate. A breakdown of days is not required.

For contracts for works, we recommend estimating a specification of inputs to serve as an orientation for the tenderer.

Milestones/partial works	Estimated expert days for orientation	Deadline/place/person responsible
14 Trainings	2.5	One a week in Pretoria
3 Trainings	2	Three in two weeks in Maseru

Any travel linked to a contract for works should be included in the following table.

Travel expenses	Quantity	Number per expert	Total	Comments
Per-diem allowance in country of assignment <i>If an on-site assignment takes place over the weekend, per diem allowances for weekends can be reimbursed between the fee days.</i>	4	2	8	For Maseru, Travel time and for the weekend that falls between the three training sessions.
Overnight allowance in country of assignment <i>If an on-site assignment takes place over the weekend, overnight allowances for weekends can be reimbursed between the fee days.</i>	14 days	2		For the Training in Maseru that will commence over two weeks
Transport	Quantity	Number per expert	Total	Comments
International flights <i>Enter destination country</i>	2	2	4	Travel to the place of delivery of the work in Maseru

Workshops and training

Please describe the content, number of participants and the nature/time/location of the workshop in more detail, above all regarding the basis for costing for the tenderer. Does the tenderer have to book a location or arrange catering? Who reimburses the travel expenses of the participants? If the workshop is conducted online, no costs arise and the workshop should be described in Chapter 2.

[P+R Rule 566 on sustainable event management](#) must be adhered to. It is vital that you attach the minimum standards for sustainable event management to the ToRs as an annex.

Please describe in your concept how you implement GIZ's minimum standards for sustainable event management (see annexes to the terms of reference).

The contractor implements the following workshops/study trips/training courses:

- 14 x 2.5 day Training in Pretoria
- 3 x 2 day Training in Maseru

6. Inputs of GIZ or other actors

GIZ and/or other actors are expected to make the following available:

- Venue with seminar rooms, restrooms (WC), and outdoor areas for physical scenario role playing
- 3 Flip charts / 6 moderation walls / moderation case / enough flip chart pens
- Overhead projector / sound system / Laptop / Internet access
- 15 chairs / 3 tables
- 4 decommissioned or fake weapons, short (small arms/pistol) and long (assault rifle eg. AK 47 or M4), made of metal, wood or plastic, for training purposes. (training provider)
- 1 training knife
- 5 military style jackets or shirts (camouflage)
- 5 military style baseball caps without imprints (camouflage)
- *In special cases*, workstations on GIZ premises ()
- Transportation on site with own project vehicle
- Logistics for workshops:

7. Requirements on the format of the tender

The structure of the bid must correspond to the structure of the ToRs. The bid is drawn up in English (language).

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application. The CVs shall not exceed 4 pages. The CVs must clearly show the position and job the proposed person held in the reference project and for how long. The CVs can also be submitted in German or English (language).

Please calculate your financial tender based exactly on the parameters specified in Chapter 5 Quantitative requirements. The contractor is not contractually entitled to use up the days, trips, workshops or budgets in full. The number of days, trips and workshops and the budgets will be contractually agreed as maximum limits. The specifications for pricing are defined in the price schedule.

8. Option

An option can only be considered if the planned additional services can already be described clearly, precisely and unambiguously. An option must not change the overall character of the contract. An option will always be included in the estimated price/expected contract value.

After the services put out to tender have been completed, important elements of these tasks can be continued or extended. Specifically:

Subcontracts				The budget contains the following costs: .
Procurement of materials and equipment				The budget contains the following costs: .
Local contributions				The contractor administers the following local <i>contributions</i> in accordance with Section 2.7 AVB: .
Other costs				The budget contains the following costs: .

Alternatives for contracts for works:

Milestones/partial works	Estimated expert days for orientation	Deadline/place/person responsible

Requirements on the format of the tender for the option

Please complete both spreadsheets in the price schedule, i.e. one for the main service and one for the optional service.

Optional, delete if not relevant:

9. Outsourced processing of personal data

The data protection and information security provisions set out in the most recent GIZ AVB (section 1.10 Data Protection) apply.

If the contractor is to process personal data when implementing the contract, this section must include appropriate text modules to ensure compliance with legislation.

If the service involves the outsourcing of such data processing, a corresponding annex must also be completed and attached.

We recommend that you obtain advice on the relevant data protection and information security legislation. Projects can request advice from the Sectoral Department's Data Helpdesk. Internal service providers and other cost-centre financed OUs can contact the

Data Protection Management Unit for advice. In both cases, queries can be submitted through GIZ's data protection portal.

Further information and the relevant text modules can be found on the IDA page Data Protection in Project Implementation.

Please note: The officer responsible for the commission is responsible for assessing data protection topics.

Further information and the relevant text modules can be found on the IDA page Data Protection in Project Implementation.

Please note that the requesting OU is responsible for ensuring that the text modules used in the contract – and, if applicable, the annex on outsourced data processing – are complete and correct. These will not be checked by Procurement and Contracting

10. Annexes

Optional (name documents relevant to the tender procedure and upload them in the Procurement Portal, if necessary:

- *e.g.* Minimum standards for sustainable event management at GIZ
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0. Other Requirements

- Please submit your proposal (technical and price proposal) in separate files/folder to ZA_Quotation@giz.de no later than **16th August 2024** all documents must be in PDF.
- Submission to any other email address may invalidate your bid.
- Please do not mention any price for this measure on your cover letter/Technical proposal.
- Please submit your tax clearance certificate with the bidding documents.
- Please submit your price proposal in **ZAR**.
- Our General Terms of Conditions (attached) shall not be changed/amended should you be the winner of this tender. These General Terms and Conditions will form part of the contract should you be awarded this contract. By submitting your proposal, we will conclude that you have read and accepted these terms and conditions.
- Participating more than once in same tender is not allowed and it will lead to your proposal as well as that of the company where you appear more than once being disqualified. The responsibility rests with the companies to ensure that their partners/experts are not bidding/participating more than once in same tender.
- **Bidders are not allowed to communicate directly with any other person regarding this bid other than the procurement official/s. Failure to comply with this requirement may lead to your bid being disqualified.**

- Bidders must strictly avoid conflicts with other assignments or their own interests. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this EOI and tender process, if they:
 - a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by GIZ or the Interim Supply Chain Management Council to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the services in this selection process;
 - b) were involved in the preparation and/or design of the programme/project related to the services requested under this EOI and tender;
 - c) are serving or have been serving in the past three months in the structures of the Interim Supply Chain Management; or
 - d) are found to be in conflict for any other reason, as may be established by, or at the discretion of GIZ.

Scientific data

In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to GIZ, and seek GIZ's confirmation on whether or not such a conflict exists.

- Similarly, the Bidders must disclose in their proposal their knowledge of the following:
 - a) if the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of GIZ staff involved in the procurement functions and/or the Interim SCM Council or any Implementing partner receiving services under this EOI or tender; and
 - b) all other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
- **Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.**

Bids sent via Dropbox and WeTransfer will not be accepted

