



**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS**

BID NUMBER: **WCGHSC 0362/1/2023**

CLOSING DATE: **9 June 2023**

CLOSING TIME: **11:00**

**RENDERING OF SECURITY SERVICES TO WESTERN CAPE GOVERNMENT (WCG): HEALTH AND WELLNESS FACILITIES IN THE CAPE METROPOLITAN, CAPE WINELANDS, CENTRAL KAROO, GARDEN ROUTE, OVERBERG AND WEST COAST DISTRICT'S FOR A THREE (3) YEAR PERIOD WITH THE OPTION TO EXTEND FOR TWO (2) YEARS.**

**The successful Service Provider (SP) will be required to complete and sign a written contract form (WCBD7.1) as well as a Service Level Contract (SLA) with its Annexures**

BID DOCUMENTS MUST BE DEPOSIT IN THE DEPARTMENT'S STAINLESS BID BOX MARKED DEPARTMENT OF HEALTH AND WELLNESS SITUATED IN:

The foyer of the main entrance, Western Cape Government Building, 4 Dorp Street (next to Cape High Court) Junction of Dorp and Keerom Streets, Cape Town

1. Please ensure that bids are delivered **to the correct address on time before bid closing. Late bids** it will not be accepted for consideration and, where possible, will be returned unopened to the SP accompanied by an explanatory letter. If you are uncertain about the location of The Departments bid box, please call the responsible official, Mr. S Cloete at (021) 483 3559 for assistance during office hours. The bid box is generally open from 06h00 to 21h00 a day, 7 days a week. No SP's names or prices will be read out after closing time when the bid box is opened, and bids are removed by Sourcing officials.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the SP, the bid number and closing date**. These conditions also apply to a bid sent by courier that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
4. **All SP's must be registered on the Central Supplier Database (CSD) at the time of bid closing.** SP's already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za) **Unregistered SP's or SP's with a suspended registration will be deemed non-compliant and their bids will not be considered.** Any prospective unregistered SP must register as a supplier on the CSD prior to bidding.

	Central Supplier Database
Self-registration	<a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only)
Contact email	<a href="mailto:SCMeProcurement.DIH@westerncape.gov.za">SCMeProcurement.DIH@westerncape.gov.za</a>

5. **Where a SP's tax compliance status cannot be verified or if a SP's tax status is non-compliant on the CSD, the SP will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
6. The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD.** Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4.** All other mandatory documents held on the CSD will be accepted by the Department of Health and Wellness (WCGHW) for consideration of formal bids.
7. This bid is subject to the General Conditions of Contract (GCC), Special Conditions of Contract and terms and conditions stipulated in the SLA and Contract and all its Annexures. **The 90/10 Preferential Procurement Points System is applicable to this bid.**

8. **Important Notice:** Please note that two (2) compulsory briefing session will be held. SP's must attend either one of the two schedule briefing sessions. The Metropolitan Zones (Northern Tygerberg, Khayelitsha Eastern, Southern Western and Klipfontein Mitchells Plain), see Annexure A, list of facilities, will take place on 24 May 2023 at 10:00am at the auditorium of Valkenberg Hospital, Observatory Road, Observatory, Cape Town. Please see attached Annexure B as map for direction to the venue. The Rural Zones (West Coast, Cape Winelands, Overberg, Garden Route and Central Karoo) it will take place on 25 May 2023 at 10:00 am, in the Desmond Tutu Library next to John Deere (JD Implemente) Station Street, Swellendam. SP's will be restricted to enter the meeting venue and not allowed to attend the briefing session after the scheduled start time. No bid documents will be issued at the briefing session. Offers of SP's who have not attended the compulsory briefing session will not be considered. SP's must ensure that the representative who attend the briefing sessions are the person who compile and complete the offer as The Department will not respond to emails for information highlighted and shared during the briefing session. It remains the responsibility of all SP's to familiarize themselves with all requirements for this bid.
9. SP's must submit their offers in a D-ring file or appropriate ring binder with file dividers between sections. SP's will not receive any advantage to include unnecessary information not requested in their offer. Only the mandatory documents and other information requested in the bid must be completed and submitted with the offer.
10. The Department will not allow nor accept SP's own terms and conditions to be considered. The Department will not accept nor consider an awarded contractor's demands to deviate from any requirements to their preference of any clause listed in this bid and it's SLA with Annexures attached to it.
11. Please refer all supply chain management enquiries to email [Salvadore.Cloete@westerncape.gov.za](mailto:Salvadore.Cloete@westerncape.gov.za) and all technical/specification enquiries to email [Amrish.Punwasi@westerncape.gov.za](mailto:Amrish.Punwasi@westerncape.gov.za).



C MUNNIK

HEAD OF DEPARTMENT

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DATE: 12/05/2023

**PART A  
INVITATION TO BID**

**ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)**

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WCGHSC 0362/1/2023	CLOSING DATE:	9 June 2023	CLOSING TIME:	11:00
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
The foyer of the main entrance Western Cape Government Building, 4 Dorp Street (next to Cape High Court) Junction of Dorp and Keerom Streets Cape Town					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Salvatore Cloete		CONTACT PERSON	Amrish Punwasi	
TELEPHONE NUMBER	(021) 483 3559		TELEPHONE NUMBER	(021) 483 9030	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Salvatore.Cloete@westerncape.gov.za		E-MAIL ADDRESS	Amrish.Punwasi@westerncape.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN		AND	CENTRAL SUPPLIER DATABASE NO:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

(SANAS)			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB07).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 SERVICE PROVIDERS P's 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 THROUGH THE WEBFACILITY WWW.SARS.GOV.ZA.
- 2.4 SERVICE PROVIDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF SERVICE PROVIDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## 1. DEFINITIONS

In addition to the definitions presented in the General Conditions of Bid, and unless in this Bid the context otherwise requires or admits, the following words and/or expressions shall have the meanings respectively ascribed to them below.

Where the context requires, words importing the singular number shall include the plural and vice versa.

Act.	A formal decision, law, or the like, by a legislature, ruler, court or other authority, decree or edict, statute, judgement resolve, or award
Area	Includes any number of areas, whether or not closest.
Armed Response duty	Means the duty whereby a security officer in the case of an emergency or alarm activation may respond to a call from a client or private security company, normally at the premises or property of the client.
Armed Response Officer	Means of a security officer who is remunerated at the minimum rate as from a Grade C security officer to conduct armed response duties, which shall include the driving of a motor vehicle in the performance of armed response duties.
BCEA	Basic Condition of Employment Act, No 75 of 1997
Canine or Dog Handler	Means a security officer that is accredited and trained in accordance with the minimum standards in terms of the Government Gazette No 19067 Notice 120, and Government Gazette 19740, Notice 15 and is required to have a dog escorted by the security officer on a specific site.
Contribution	Means the combined amount of the employer and employee contribution to the Private Security Sector Provident Fund, as per clause 30(2), payable monthly to the fund by each employer in the Sector in respect of each of his or her employees whose conditions of employment are governed by the Bargaining Council Main Collective Agreement.
Contract Date	Means the date the Contract commences.
Contract Period	Means the period from the Commencement of Services Date to the date that the Contract expires. The Contract period will be 3 years.
CCTV Controller	Means a security officer who works in a central control room, monitoring and controlling a bank of screens.
Day	Means a period of 24 consecutive hours reckoned from the time such employee usually commences work and daily has a corresponding meaning.
Department	Means the Western Cape Government, Health and Wellness (WCGHW).
Department's Representative	Means such party/s as the Department may appoint as the Department's Representative/s for the purposes of this Contract. The Department will inform the Contractor of such appointment/s in writing.
Districts	Cape Metropole, Cape Winelands, Central Karoo, Garden Route, Overberg and West Coast
District Office	Means the Department's administrative office in the District.
Employee	Means any person who works for another person or who in any manner assist in carrying on or conducting the business of an employer, and who receives, or is entitled to receive, any remuneration, and "employed" and "employment" have a corresponding meaning, and which also includes those persons who qualify to be deemed as employees in terms of this agreement and who do not fall under the jurisdiction of any other agreement or bargaining council agreement.

Health Insurance	Means a type of insurance coverage that pays for health and medical expenses in an accordance with the preferred supplier appointed by the NBCPSS terms and conditions, specific insurance plan and regulations.
Manager	Means an employee who is charged by an employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment engaged therein but does not include any employee in the same establishment who reliefs or acts for a manager during a manager's absence.
Motor vehicle	Means a self-propelled vehicle used for the transportation of goods, persons or dogs and includes a motorcycle and a motorised three-wheeler.
Night Shift	Work which is performed between the hours of 18h00 on one day and 06h00 the next day.
Posting sheet	Means a document to identify a list of posting point where a security officer will perform his/ her duties
Province	Means Western Cape Province.
Premises	Means any land and any building or structure above or below the surface of any land.
Public Holiday	Means any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act. number 36 of 1994)
Remuneration	Means any payment in money or kind, or both in money and kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning.
Reliever	Means an employee (a) Who reports for duty at a specific place and time; and (b) Who must remain at the specific place who is required to relief any other employee who may be on lunch, tea, toilet break or absent from duty.
Security Officer	Means a security officer, Grade A, B, C/D/E, including those who performing armed response.
Self-posting	Means a security officer post him/ herself at the posting point for duty. Security officers on every shift must be inspected before being deployed by the SP. Security officers will not on their own change shifts and must be posted by the supervisors or site manager.
Zone	Means as to divide of facility in the different geographical Rural and Urban areas

PRICING SCHEDULE

RENDERING OF SECURITY SERVICES TO WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FACILITIES IN THE CAPE METROPOLITAN, CAPE WINELANDS, CENTRAL KAROO, GARDEN ROUTE, OVERBERG AND WEST COAST DISTRICT'S FOR A THREE (3) YEAR PERIOD WITH THE OPTION TO EXTEND FOR TWO (2) YEARS

NAME OF SERVICE PROVIDER: ..... BID NO: WCGHSC 0362/1/2023

CLOSING TIME: 9 JUNE 2023 at 11:00a.m OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

All offers submitted must be VAT inclusive. SP's who are not VAT vendors/ registered must indicate if their pricing are inclusive or exclusive of VAT.

NOTICE

As from 1 September 2017:

NOTICE

- Grade E and D salaries increased to those of Grade C security officers, thereby effectively including salary bands Grades E and D with the Grade C salary band;
- The three geographic/economic areas (Area 1, Area 2 and Area 3) were reduced to two areas being named "Urban" and "Rural"

Magisterial District Western Cape Area identification

- Urban

Bellville, Goodwood, Kuilsriver, Mitchell's Plain, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape (Cape Metropolitan) and Wynberg

- Rural

WCBD 3.1

All other areas



**PLEASE NOTE:** This is a multiple award contract making provision for separate offer(s) per Zone as specified in the attached Annexure A. SLA's will be signed per Zone. SP's may submit an offer or multiple offers for any Zone according to their presence/ interest in a Zone. Only one bid document (this document) is required for the submission of any and all offers made, by filling in the offer amount(s) in the appropriate space/s provided and marking the remainder "Not Applicable".

**THIS SECTION MUST BE COMPLETED BY THE SP FOR EACH ZONE FOR WHICH AN OFFER IS MADE.  
FAILURE TO COMPLETE A SECTION WILL BE DEEMED AS NO OFFER BEING RECEIVED FOR THE SPECIFIC ZONE OMITTED.**

Provide the address details of all offices applicable to the Zone/s you have submitted an offer for. Offices do not need to be based in the Zone for an offer to be submitted.

**URBAN AREA**

WC ZONE (Please Mark)	<b>Metro Zone NTSS (Northern Tygerberg Zone)</b>	
<b>COMPANY NAME</b>		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1		
COMPANY PHYSICAL ADDRESS 2	TOWN	

WC ZONE (Please Mark)	<b>Metro Zone KESS (Khayelitsha Eastern Zone)</b>	
<b>COMPANY NAME</b>		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1		
COMPANY PHYSICAL ADDRESS 2	TOWN	

WC ZONE (Please Mark)	<b>Metro Zone SWSS (Southern Zone)</b>	
<b>COMPANY NAME</b>		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1		
COMPANY PHYSICAL ADDRESS 2	TOWN	

WC ZONE (Please Mark)	<b>Metro Zone SWSS (Western Zone)</b>	
<b>COMPANY NAME</b>		
EMAIL ADDRESS		
CELL NO	OFFICE TEL	

COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Metro Zone</b> <b>KMSS (Klipfontein Mitchells Plain Zone)</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Metro Zone</b> <b>(Emergency and Clinical Support Services &amp; Other)</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Metro Zone</b> <b>Groote Schuur Hospital</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Metro Zone</b> <b>Tygerberg Hospital</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

# A. NORMAL PHYSICAL GUARDING – METRO URBAN AREA

WCBD 3.1

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - METRO YEAR ONE (1)			rate per hour	
Shift	Rate breakdown	A	B	C	rate per day	C
Day Shift	Monday to Sunday (12 hours)					
Night Shift	Monday to Sunday (12 hours)					
Day Shift	Monday to Friday (12 hours)					
Night Shift	Monday to Friday (12 hours)					
Day Shift	Monday to Friday (10 hours)					
Day Shift Dog Handler	Monday to Sunday (12hours)					
Day Shift Guard Dog	Monday to Sunday (12hours)					
Night Shift Dog Handler	Monday to Sunday (12hours)					
Night Shift Guard Dog	Monday to Sunday (12hours)					
Day Shift Accredited CCTV Controller	Monday to Sunday (12 hours)					
Night Shift Accredited CCTV Controller	Monday to Sunday (12hours)					
Tactical Response Officers	By quotation as and when required					

The rate for a security officer must be inclusive of all standard equipment as listed below.

## B. Alarm Monitoring and Armed Response

	Per Facility Cost Per Month
Alarm Monitoring and Armed Response: 24 hours a day and seven (7) days a week (unlimited calls)	

Armed Response Standby before and/ or after Operational Hours – 15 Min before opening and 15 Min after Closing	
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### C. CCTV Camera off-site facility Monitoring

	Per Camera Cost Per Month inclusive of VAT
CCTV camera monitoring: 24 hours a day and seven (7) days a week	
CCTV camera monitoring: 16H00 to 06H00 five (5) days on weekdays and 24 hours over weekends and public holidays	

### D. GENERAL EQUIPMENT

Description of Equipment	Bid Price in South African Currency Inclusive of VAT,
The following items will be requested by participating facilities as and when required and should be priced per unit per month	
Handheld Metal Detectors	R
Quad bike (minimum of 250CC engine capacity) with Helmet	R
Golf Cart	R
Patrol Vehicle with a security officer	R
Bicycle with a helmet	R
Body Worn Video (BWV) Camera	R
Electronic Access Control Solution System	R

**RURAL AREA**

WC ZONE (Please Mark)	<b>West Coast Zone 1</b>		
<b>COMPANY NAME</b>			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>West Coast Zone 2</b>		
<b>COMPANY NAME</b>			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Cape Winelands Zone 3</b>		
<b>COMPANY NAME</b>			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Cape Winelands Zone 4</b>		
<b>COMPANY NAME</b>			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Overberg Zone 5</b>		
<b>COMPANY NAME</b>			

EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Garden Route &amp; Central Karoo Zone 6</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Garden Route &amp; Central Karoo Zone 7</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Garden Route &amp; Central Karoo Zone 8</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Garden Route &amp; Central Karoo Zone 9</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	



COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

WC ZONE (Please Mark)	<b>Garden Route &amp; Central Karoo Zone 10</b>		
COMPANY NAME			
EMAIL ADDRESS			
CELL NO		OFFICE TEL	
COMPANY PHYSICAL ADDRESS 1			
COMPANY PHYSICAL ADDRESS 2		TOWN	

### E. NORMAL PHYSICAL GUARDING – RURAL AREA

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - RURAL YEAR ONE (1)		
Shift	Rate breakdown	rate per month		rate per day
		A	B	C
Day Shift	Monday to Sunday (12 hours)			
Night Shift	Monday to Sunday (12 hours)			
Day Shift	Monday to Friday (12 hours)			
Night Shift	Monday to Friday (12 hours)			
Day Shift	Monday to Friday (10 hours)			
Day Shift Dog Handler	Monday to Sunday (12hours)			
Day Shift Guard Dog	Monday to Sunday (12hours)			
Night Shift Dog Handler	Monday to Sunday (12hours)			
Night Shift Guard Dog	Monday to Sunday (12hours)			
Day Shift Accredited CCTV Controller	Monday to Sunday (12 hours)			
Night Shift Accredited CCTV Controller	Monday to Sunday (12hours)			
Tactical Response Officers	By quotation as and when required			

The rate for a security officer must be inclusive of all standard equipment as listed below.

### F. Alarm Monitoring and Armed Response

	Per Facility Cost Per Month
Alarm Monitoring and Armed Response: 24 hours a day and seven (7) days a week (unlimited calls)	



Armed Response Standby before and/ or after Operational Hours – 15 Min before opening and 15 Min after Closing	
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### G. CCTV Camera off-site facility Monitoring

	Per Camera Cost Per Month inclusive of VAT
CCTV camera monitoring: 24 hours a day and seven (7) days a week	
CCTV camera monitoring: 16H00 to 06H00 five (5) days on weekdays and 24 hours over weekends and public holidays	

### H. GENERAL EQUIPMENT

Description of Equipment	Bid Price in South African Currency Inclusive of VAT.
The following items will be requested by participating facilities as and when required and should be priced per unit per month	
Handheld Metal Detectors	R
Quad bike (minimum of 250CC engine capacity) with Helmet	R
Golf Cart	R
Patrol Vehicle with a security officer	R
Bicycle with a helmet	R
Body Worn Video (BWV) Camera	R
Electronic Access Control Solution System	R

## DEFINITION OF PRICING STRUCTURES

For the purpose of this bid the following explanations are provided:

### 1. Firm prices

- 1.1 Firm prices means **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.

The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**

- 1.2 Firm prices linked to fixed period adjustments, i.e three tier prices (firm 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year prices), only subject to the variables indicated in the above paragraph.
- 1.2.1 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

**Note:** All claims for rate of exchange must be made **within 60 days of delivery** in order for service providers to qualify for price adjustments.

Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

## 2. Non-firm prices

**Non-firm prices** are prices **linked to proven adjustments**.

- 2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and service providers must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

- 2.2 In cases where prices are subject to the escalation formula, the following table must be completed.

In this category price escalations will only be considered in terms of the following:

$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V) P = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

**D1, D2** = **Each factor of the bid price eg labour, transport, clothing, footwear, etc. The total of the various factors D1, D2 etc. must add up to 100%.**

R1t, R2t = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices was/were used to calculate the bid price:

3.1 Index .....dated                      Index .....dated                      Index .....dated  
 Index .....dated                      Index .....dated                      Index .....dated

- 3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**PLEASE NOTE:** Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

**TECHNICAL SPECIFICATIONS FOR THE  
PROVISION OF SECURITY SERVICES TO  
WESTERN CAPE GOVERNMENT: HEALTH AND  
WELLNESS  
FOR A THREE-YEAR PERIOD WITH THE OPTION  
TO EXTEND FOR TWO YEARS**

## SECTION A: BIDDING PROCEDURE

### 1 INVITATION TO BID

- 1.1 Western Cape Government Health and Wellness (referred to as "The Department" hereafter), hereby invites bids for **WCGHSC 0362/1/2023** for the provision of security services within the Western Cape for a period of three (3) years, with the option to extend for two years, in the six districts (Cape Metropolitan, Cape Winelands, West Coast, Overberg, Garden Route and Central Karoo) forming part of The Department).
- 1.2 The SP may submit an offer for one or more of the Zones.

### 2 INFORMATION TO SERVICE PROVIDERS

- 2.1 The Department requires the SP to establish a PSIRA accredited business premises in the Zones they are been awarded within 180 days from the notice of the award.
- 2.2 **MANDATORY: SP's are required to submit valid original or certified valid copies of the following compulsory documents which need to be fully completed, signed where applicable and returned in order to constitute a compliant offer.** Failure to meet these compulsory requirements, whilst taking into consideration paragraph 2.2, **WILL** disqualify your offer.

NO.	COMPULSORY DOCUMENTS	DESCRIPTION
1.	WCBD 1	Invitation to Bid to be completed and signed by authorized official and proof of the authorized official must be submitted
2.	WCBD 3.1	Pricing Schedule to be completed in full
3.	WCBD 4	Declaration of Interest Form to be completed in full
4.	WCBD 6.1	Preference Points Claim Form (90/10) to be completed in full
5.	B-BBEE Certificate/Sworn Affidavit attested by a Commissioner of Oaths	Provide certificate/affidavit dated within three (3) months of bid closing date
6.	Current and valid Private Security Industry Regulatory Authority (PSIRA) registration certificate	Provide certificate dated within three (3) months of bid closing date
7.	Current and valid PSIRA Letter of Good Standing	Provide letter dated within three (3) months of bid closing date
8.	Current and valid Compensation for Occupational Injuries and Disease Act (COIDA) Letter of Good Standing	Provide letter dated within three (3) months of bid closing date
9.	Current and valid Private Security Sector Provident Fund (PSSPF) 13A Compliance Certificate	Provide certificate dated within three (3) months of bid closing date
10.	Current and valid Public Liability Insurance Fund Document to the minimum value of five million rand (R 5 000 000. 00)	Provide certificate dated within three (3) months of bid closing date
11.	Companies and Intellectual Properties Commission (CIPC) Registration Certificate	Provide certificate dated within three (3) months of bid closing date
12.	SP's signature. Capacity in which the bid is signed. Proof of authority must be submitted e.g. company resolution	Signed letter/ form
13.	National Bargaining Council for the Private Security Sector (NBCPSS) Registration and Compliance Certificate	Provide certificate dated within three (3) months of bid closing date

14.	Affinity Health Insurance	Provide certificate dated within three (3) months of bid closing date
15.	Workplace Skills Plan	Proof of submission (not the entire document) to SASSETA in terms of the Skills Development Act
16.	SP's to submit proof of registration for Pay As You Earn (PAYE)	Provide certificate dated within three (3) months of bid closing date
17.	SP's to submit proof of registration for Unemployed Insurance Fund (UIF)	Provide certificate dated within three (3) months of bid closing date

- 2.2 SP's must furnish all the information required for this bid document with the indicated amount of detail to ensure compliancy of the bid with responsiveness criteria. Compulsory documents left blank without any indication of response by the SP to the requested information in the compulsory document will be deemed an omission of the requested information and will not be considered.
- 2.3 SP's must ensure that their bids are responsive by completing and signing all relevant standard bidding documents (WCB D). SP's should not use corrective fluid on any documents submitted. Alterations/corrections to inserted information may only be performed as follows:
- Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction.
  - In the case of access to a digital copy of the bid document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.
- 2.4 Bids submitted by Joint Ventures of two or more companies must be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn affidavits in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the companies forming the Joint Venture and any other information necessary to permit a full appraisal of its functioning. SP's to also take note of the applicable section of WCB D1 – Part B – Section 2.
- 2.5 If a hard copy of the bid document is not received on or before the closing date and time, the bid will not be considered.

### 3 PRICING INSTRUCTIONS

- 3.1 The Department reserves the right to negotiate a flat rate with compliant service providers for each or all Zones they have submitted an offer for, for the duration of this contract.
- 3.2 The SP will be paid for the requested service, an amount in accordance with the accepted price inclusive of VAT.

#### 3.3 Annual Price Adjustment

- 3.3.1 Where applicable, an annual price adjustment will be effective when signed and gazetted in the Government Bulletin and be based on the Main Collective agreement of the National Bargaining Council for Private Security Sector (NBCPSS) as amended from time to time. Service providers are instructed to fully complete the WCB D 3.1/2; failure to complete this form will prevent The Department from accurately determining the applicable increase and may lead to SP's not being eligible for annual price adjustments. (Inclusive of the relevant tables).
- 3.3.2 SP's to complete WCB D 3.1/2, Non-firm prices table 2.1 on page 19.

### 4 THE BID CONDITIONS

#### 4.1 General conditions of bid

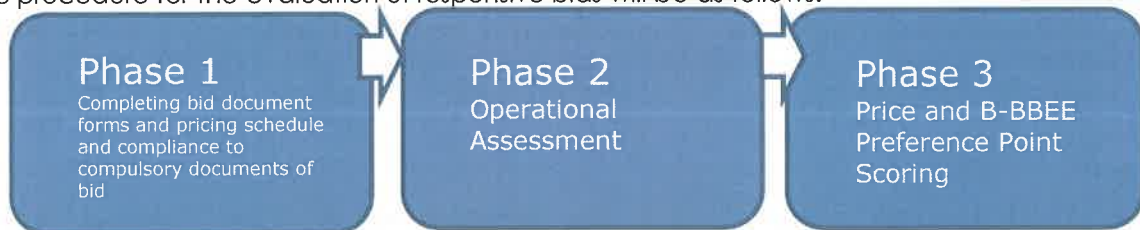
- 4.1.1 This bid and all contracts emanating therefrom will be subject to the Government Procurement General Conditions of Contract (GCC), July 2010, published by National Treasury. The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract. The Special Conditions of Contract for this bid, the service provider's offer, the GCC and the Service Level Agreement (SLA) will form part of this contract. Where the SCC conflict with the GCC, the SCC will prevail.
- 4.2 All SPs participating in the bid must comply with the bid conditions. They shall discharge their duties and obligations as set out in this bid conditions, timeously and with integrity and behave equitably, honestly

and transparently, comply with all legal obligations and not engage in anticompetitive or illegal practices.

- 4.3 SP's may not submit a bid without having a firm intention, and the capacity, to proceed with the contract.
- 4.4 The Department may accept or reject any bid offer and may cancel the bid process and reject all bids at any time before the formation of a contract, due to the following reasons inter alia:
  - 4.4.1 Changed circumstances and there is no longer a need for the services specified in the invitation;
  - 4.4.2 Funds are no longer available to cover the total envisaged expenditure;
  - 4.4.3 No acceptable tender is received and;
  - 4.4.4 There is a material irregularity in the tender process.
- 4.5 The Department shall not accept or incur any liability to a SP for such cancellation and rejection but will give written reasons for such action upon written request to do so.

## 5 BID EVALUATION PROCESS

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



### 5.2 PHASE 1: COMPLETING OF BID DOCUMENT FORMS AND PRICING SCHEDULE AND COMPLIANCE TO COMPULSORY DOCUMENTS OF THE BID

- 5.2.1 During this phase bids of SP's who attended the compulsory briefing session, are evaluated for compliance to the compulsory requirements of the bid (bid conditions) inclusive of all relevant bid documents being duly completed, signed and submitted as part of the bid and that all supporting documentation was provided in line with the conditions of the bid. **Failure to comply with these requirements will result in disqualification of your offer.**
- 5.2.2 **Attendance of the briefing session is compulsory. Failure to attend this session will result in disqualification of your offer. (As published in the advert on the National Treasury eTender portal website)**

### 5.3 PHASE 2: OPERATIONAL RISK ASSESSMENT

- 5.3.1 **Operational Risk Assessments** in terms of this bid means the ability of a SP to provide services in accordance with the scope of work as set out in the bid documents. Operations takes into account quality, reliability, viability and durability of a service and the service provider's technical capacity and ability to execute a contract.
- 5.3.2 For the purpose of this bid, assessments will be conducted by way of an operational assessment. The Operational Assessment will be done in terms of an evaluation performed by the Department of Police Oversight and Community Safety (POCS) according to the criteria in the Operational Assessment document.
- 5.3.3 POCS reserves the right to conduct personal visits at the premises of SP's and those of the references provided by SP's, to assess the operational capabilities of service providers in terms of the Operational Assessment criteria applicable to this bid. For this purpose, all SPs are to complete the WCBD 3.1 form with address details of all the Zones they submit an offer for and of their offices from where they provide a security service.
- 5.3.4 SPs will undergo an Operational Assessment which will produce a risk rating to enable The Department to make an informed decision as to the level of expected service and the risk tolerance that The Department is willing to absorb. Risk ratings will not be applicable to facilities.



## Security Service Provider Risk Categorisation Scorecard

OPERATIONAL SCORE	SUPPLIER RISK RATING
0-60%	High Risk
61-80%	Medium Risk
81-90%	Low Risk
91-100%	Very Low Risk

5.3.5 The Department, in collaboration with POCS, will provide formal feedback to unsuccessful SP's in respect of developmental gaps identified in the Operational Assessment.

### 5.4 PHASE 3: PRICE AND B-BBEE PREFERENCE POINT SCORING EVALUATION

5.4.1 During this phase, all bids that have achieved the minimum qualifying score for Operations (81%), as indicated in 5.3.4 above, will be further evaluated in terms of price and the B-BBEE preference points system.

5.4.2 Preference points shall be awarded as follows:

- Price = Maximum 90 points
- B-BBEE Level of contribution = Maximum 10 points

5.4.3 The points scored by a SP in respect of his B-BBEE status level will be added to the points scored for price.

5.4.4 Only a SP who has duly completed and signed the preference claim form (WCBD6.1) will be considered for B-BBEE status.

5.4.5 Bids will be awarded per Zone to SP's scoring the highest total points for that specific Zone.

## SECTION B: CONTRACT INFORMATION

### 6 APPOINTMENT & COMMENCEMENT

6.1 The Department will appoint the SP as the company which will provide the Security Service.

6.2 This Agreement shall commence on the provisional Commencement Date of **1 October 2023**, unless otherwise provided for in this contract, and remain in force for a three-year period with the option to extend for two years.

6.3 The awarding of this bid and the conclusion of the SLA are based on the information provided by the SP in its bid. The SP shall maintain its status in respect of its B-BBEE compliance and tax matters for the duration of the contract. Should any deviation or changes occur, the SP shall advise The Department accordingly. Material deviations will result in The Department having to apply remedial action, suspending or terminating the contract. The SP shall for the duration of the contract be in possession of a valid tax clearance certificate. In instances where the SP cannot resolve tax matters and update their profile, The Department will apply remedial action and will not be involved in any South African Revenue Service (SARS)-related matters which must be resolved by the SP promptly.

### 7 TERMINATION OF APPOINTMENT

7.1 Notwithstanding any other provision in this contract, The Department shall be entitled to terminate the contract forthwith by written notice to the SP if the SP:

- 7.1.1 enters into insolvency;
- 7.1.2 commits a fraudulent or dishonest act; not limited to invoices and SARS matters etc.
- 7.1.3 is, through its own actions, prevented from performing its duties for a period exceeding 5 (five) days;
- 7.1.4 is guilty of any conduct which is prejudicial to The Department's interest;
- 7.1.5 has a civil judgment entered against it or has its PSIRA registration revoked;
- 7.1.6 renders a standard of service which is below the standards set out in the bid specifications and fails to remedy such standard of service within 7 (seven) consecutive days of receiving written notice informing it of such breach;
- 7.1.7 fails to provide a valid tax clearance certificate during the contract period if The Department requests it; and

- 7.1.8 due to a change during the contract period, qualifies for lower B-BBEE status points than its status points as at the conclusion of the contract.
- 7.1.9 If cases of material breach of contract in the provisions of the site-specific SOP which annexes to the SLA.
- 7.2 Although contracts will be awarded per Zone, The Department reserves the right to terminate the contract for individual facilities, within the Zone, where poor performance has failed to be remedied following the issuance of three (3) warning letters, and or breach has been identified.

## **8 DUTIES OF THE DEPARTMENT**

- 8.1 The Department reserves the right to execute any variation (including but not limited to amendments, reductions and expansions of the services) on the contract as the need arises at participating Facilities. For example: The Department can decrease the number of guards when a facility closes or increase the guards when a new facility opens. Written communication by means of a Contract Notice will be issued to the SP and end users.

## **9 DUTIES OF THE SERVICE PROVIDER**

- 9.1 To provide a security service duty at various facilities, seven (7) days per week, Monday to Sunday including Public Holidays or as required, including but not limited to: physical guarding, alarm monitoring, CCTV off site monitoring, alarm monitoring and armed response services.

### **9.2 Guard grades**

- 9.2.1 Grade A (where requested)
- 9.2.2 Grade B (where requested)
- 9.2.3 Grade C dog handler
- 9.2.4 Grade C, security officer
- 9.2.5. Accredited CCTV Operator

### **9.3 Objectives**

- 9.3.1 To ensure the safety and security of The Department staff, patients, visitors and their personal property as well as security of WCG property.

### **9.4 Service Provider's Responsibilities**

- 9.4.1 The SP shall render the services to The Department in accordance with the service standards as set out in this document, and on the terms and conditions set out in the SLA and its Annexures. A security SP must render the security service for which they have bound themselves contractually in accordance with the terms and conditions of the Agreement, the Private Security Industry Regulation Authority (PSIRA) Act 56 of 2001 and the Code of Conduct for Security Services Providers, 2003.
- 9.4.2 The SP shall at all times render a service aligned to The Department's values and ethos. The SP must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to The Department.
- 9.4.3 The SP shall ensure that all security officers posted exercise the highest possible standard of conduct in performing their duties.
- 9.4.4 The SP will be responsible for the vigilant and, if necessary, forceful protection of the premises against any attempt by any person to unlawfully enter the premises.
- 9.4.5 The SP shall at all times render a service that enhances the corporate image of The Department.
- 9.4.6 The SP shall, upon receipt of written request from The Department, provide The Department with copies of all the SP's operating procedures and processes relating to the services at the facility/s.
- 9.4.7 The SP is responsible for overall management and supervision of the security officers performing duties at the premises.
- 9.4.8 The SP must ensure that there is an inspection parade for security officers at the premises during shift changes. NO SELF-POSTINGS to duty points will be allowed. Security officers on every shift must be inspected before being deployed by the SP. Security officers will not on their own change shifts and must be posted by the supervisors or site managers. Facilities where one or two security officers must be deployed, the SP are responsible to ensure that those security officer/s are posted timeously and inform the Facility Manager not later than fifteen minutes after the start of the shift.

- 9.4.9 Apart from the specified on-facility supervisor the SP have to appoint, at his own cost, an external inspector who have to visit the facility three times per 12-hour shift and two (2) times per 10 hour shift. The facility external inspectors **MUST REPORT** to the Facility Manager or his/ her delegate for every visit and sign the relevant register. All facility inspections must take place during the prescribed timeframes, i.e. Any external inspector visits outside the specified timeframes will be considered non-compliant and penalties will be issued.
- a) for dayshift: first visit between 07H00 and 09H00, second visit between 11H00 and 13H00, third visit between 15H00 and 17H00.
  - b) for night shift: first visit between 19H00 and 21H00, second visit between 23H00 and 01H00, third visit between 03H00 and 05H00.
- 9.4.10 The SP shall immediately inform The Department in writing if any security officer is found guilty of improper conduct as contemplated in the Code of Conduct for security service providers, 2003.
- 9.4.11 It is expected from the SP to ensure that all duties and tasks as per the SOP annexed to the SLA to be performed at the facility and must be adhered to.
- 9.4.12 **The SP shall ensure that all its security officer/s shall report for all shifts fifteen (15) minutes before the preceding hour as to facilitate a smooth shift change over, as specified in the agreed SOP annexed to the SLA. The fifteen (15) minutes shall be for the account of the service provider and must be included in the monthly price submitted.**
- 9.4.13 The SP shall ensure that all security officers posted are dressed in accordance with the Corporate uniform and dress standards; jacket, shirt, pants, skirts, multi-function tactical belt, tie, PSIRA registration card and company name badge, waterproof rainsuits when required and weather appropriate shoes.
- 9.4.14 The SP shall provide written reports on progress made in the rendering of the services to the Facility Manager on a quarterly basis and in such format as may be determined at the sole discretion of The Department.
- 9.4.15 The SP shall ensure that all security officers posted at The Department facilities are, and remain, immunized against Hepatitis B, for the duration of the contract of which cost shall be for the SP's account. Evidence of such immunisation must be provided to The Department within 30 days from commencement of the contract. First immunisation, in thirty days, the second within 30 days after the first immunisation and the third within 6 months of the first immunisation.
- 9.4.16 The SP shall ensure as far as possible to employ security officers within the demographic and community of the facility.
- 9.5 Profile of Security officers**
- 9.5.1 All security officers intended to be posted at the facility (s) **MUST** comply with the following requirements and proof must be submitted to the Facility Manager before posting of any security officer. Without the aforementioned proof submitted, **NO** security officer will be allowed to be posted at the facility(s). The profile **must** include the following documents:
- 9.5.1.1 Identity Document (I.D.) must be South African citizen. The security officer must be a citizen or a permanent resident of South Africa
  - 9.5.1.2 Valid Private Security Industry Regulating Authority (PSIRA) registration.
  - 9.5.1.3. SAPS criminal background check at the cost of the SP.
  - 9.5.1.3 Minimum of grade 10 academic qualification.
  - 9.5.1.4 Must be able to work independently.
  - 9.5.1.5 Must be able to communicate, in two of the three official languages of the Western Cape, unless otherwise specified, able to write in the business language of the WCG which is English.
  - 9.5.1.6 Must be physically fit.
  - 9.5.1.7 Be strong enough to physically remove unwanted persons.
  - 9.5.1.8 Be assertive enough to enforce security measures as required.
  - 9.5.1.9 Command respect.
  - 9.5.1.10 Six monthly training certificate on managing of psychiatric and aggressive persons. For the responsibility of The Department.

## 9.6 Reliever Security Officers

- 9.6.1 It is the responsibility of the SP(s) to ensure uninterrupted security service at all facilities; therefore, the appointed SP(s) must provide sufficient security officers to ensure all posting points are serviced at all times and during lunch, smoking, tea, toilet breaks and or any emergencies, **at their own cost**. All security officers, including the reliever(s), must be relieved for breaks before the end of each shift.
- 9.6.1 In accordance with BCEA, 1997; An employer must give an employee who works continuously for more than five hours a meal interval of at least one continuous hour. Any deviation from The Department's requirement will construe non-compliance and contract management principles will be applied and penalties issued.
- 9.6.2 SP(s) MUST specify the number and names of reliever security officers per facility for each shift and MUST provide the list of reliever security officers and a break roster to the Facility Manager before posting.
- 9.6.3 All reliever officers must be fully trained, the same Grade as the officer they are relieving and familiar with the unique requirements of the facility. As per the signed SOP's annexed to the SLA.
- 9.6.4. Failure to comply to this requirement stipulated above from 9.6.1 to 9.6.3, will result in breach of contract and remedial action will be taken to terminate the contract for material breach.

## 9.7 Security Officer Duties

- 9.7.1 Detailed activities to be carried out for each post will form the basis of a Standard Operating Procedure (SOP) that is drafted and signed off in collaboration between the Facility Manager and SP. In cases where there is a dispute or agreement cannot be reached, the matter must be escalated to Security Services Management (SSM) to be address and resolve it.
- 9.7.2 Members of the public (including off duty SAPS, SANDF, Department of Correctional Services (DCS) and security officers) are not allowed to bring any prohibited items (e.g. firearms, alcohol, explosive materials) onto The Department premises. Firearms can be handed in at the nearest police station but will not be allowed on the premises of The Department facilities. Members of SAPS, SANDF and/or Correctional Officers on official duty are allowed with firearms onto The Department premises. The security officer must request the members of the SAPS, SANDF and Department of Correctional Services (DCS) to provide proof of their need to visit by means of appointment card or official case docket.
- 9.7.3 The Department staff must identify themselves by recognized methods of identification before allowed on the premises. If such staff cannot identify themselves, they must be treated as visitors.
- 9.7.4 Nobody will be allowed to carry out any activity on the premises that is prohibited by the Facility Manager/s.
- 9.7.5 When a life-threatening situation develops, it is the main task of the security officers to protect The Department's personnel, patients and property.

## 9.8 Guarding

- 9.8.1 Every security officer posted must be in possession of the following:
- Baton
  - Handcuffs / suitable cable ties
  - Pocket Book
  - Pen
  - Direct-stream pepper spray when requested (security officers must be trained how to use pepper spray)
  - A clear SP identification card bearing the officer's photo, name, identification number and PSIRA registration number; this must be worn conspicuously on his/her person at all times.
  - A PSIRA registration card (security officers not duly registered with PSIRA will not be allowed to be posted at any of The Department's facilities. If a security officer is found with an expired PSIRA registration the will be immediately removed from the facility by the service provider
  - Flashlight – at night (light output at a minimum of 10 meters).
  - A functional two-way radio, which must be in contact with the control room of the SP on a 24-hour basis. Damaged or non-functional radios must immediately be replaced. The two-way radio must be equipped with a panic button to notify the control room of the security officer being in distress.

- 9.8.2 Every Facility must be in possession of the following provided by the SP:
- Occurrence book (OB)
  - Posting Sheets
  - Visitors Registers
  - Vehicle Registers
- 9.9. In line with the Protection of Personal Information Act. (POPIA), (Act.4 of 2013), completed/ full OBs and registers with departmental information are the property of The Department and must be handed over to the Facility Managers. See attached **Annexure C**.
- 9.10 **Patrolling**
- 9.10.1 A proactive method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people).
- 9.10.2 Sustained vigilance and discipline are of the utmost importance.
- 9.10.3 Patrolling can either be done with high visibility of the guard, to dominate the area, or in an undercover manner.
- 9.10.4 The SP, must at their own cost, at facilities with 24 hour guards, must install an electronic guard patrol tracking system within the first two weeks of commencement of the contract and electronic reports MUST be provided to the Facility Manager/s on a daily basis. The SP will be penalised per patrol for not being able to provide the electronic report.
- 9.10.5 Patrols must be conducted in a methodical and diligent manner.
- 9.10.6 All patrols must be recorded in the occurrence book.
- 9.10.7 The security officers on patrol must be given clear and concise instructions as stated in the SOP, to their duties and how the patrol is to be performed.
- 9.10.8 The extent and timing of the patrols should be intelligently varied and must not form a routine.
- 9.10.9 If possible, the person on patrol must report his/her position from time to time during the patrol.
- 9.10.10 The SP must ensure that all vulnerable points are frequently visited to maintain security against intrusion by any unauthorized person. The Facility Manager in collaboration with the SP must identify vulnerable points for patrolling.
- 9.10.11 The SP must check for intruders, identify strangers and ascertain their rights to be present in the particular area or building where they are found.
- 9.10.12 The SP must check the perimeter fences and security lighting and to ensure that it is operational.
- 9.10.13 Physical problems such as long grass, trees, overgrowing, overhanging fences, material being stacked against the fences must be reported.
- 9.10.14 If rainwater gutters under fences are blocked, it must be reported.
- 9.10.15 The SP must check that all outdoors, windows, and gates are secured each time the patrol passes.
- 9.10.16 A physical examination of each patrolling point is required.
- 9.10.17 The SP must check for actual or potential fire hazards outside and inside offices, buildings and all patrol, areas at the facility.
- 9.10.18 The SP must check for potential safety hazards and to report the problem(s).
- 9.10.19 The SP must ensure the safety of all keys entrusted to the patrol.
- 9.10.20 Anything found non-functional must be reported to the Facility Manager.

#### 9.11 **Body Worn Video (BWV) Camera**

- Full High Definition (HD) video recording
- Audio recording compatible
- 11 hour battery life/ battery life for duration of the shift
- 32 megapixel photo capture
- Infrared night vision
- Motion Detection
- Built-in GPS
- WiFi & 4G
- Password protected file management
- Data management software
- Department POPIA act compliant

#### 9.12 **Electronic Access Control Solution (system)**

- To scan, capture and store vehicle licence disk and personal identification information on a retrievable database using an electronic device.
- The system must be in compliance with POPIA

#### 9.13 **Conduct of Security Staff: Legal Rights, functions and obligations**

- 9.13.1 All security officers must be conversant with their legal rights and obligations regarding the Laws mentioned here under.
- 9.13.2 The security officer/s is authorized and must apply and enforce entrance and egress control in terms of Section 2, 3 and 4 of the Control of Access to Public Premises and Vehicle Act (Act 53 of 1985) as amended.
- 9.13.3 The security officers may exercise their rights in terms of Section 42 to arrest anybody who commits or attempts to commit in his/her presence or whom he/she reasonable suspects of having committed an offence referred to each Schedule 1 (one) of the Criminal Procedure Act 1997 (Act 52 of 1997) as amended.

#### 9.14 **Monitoring and Evaluation**

- 9.14.1 Ad hoc monitoring and evaluation will be conducted on the performance and compliance of the SP's adherence to the specifications by appropriate parties.

#### 9.15 **Alarm monitoring and Armed Response**

##### 9.15.1 **Response Times**

All events requiring the intervention of armed response shall be responded to within 15 minutes of an alarm having been triggered or (whatever other event)

##### 9.15.2 **Reaction Officers' Equipment**

- 9.15.2.1 While on duty, a reaction officer must at all times have the following equipment:

- Firearm
- Flashlight (Torch)
- Black pen
- Watch
- Pocket Book
- Handcuffs and key/ suitable cable ties
- Bullet Resistant Vest
- Response Slips or suitable notification of visit
- I.D. Card
- Suitable means of navigation
- Raincoat(when required)
- Drivers Licence
- Firearm permit: duration to be in accordance with the Firearms Control Act.
- Firearm competency certificate

##### 9.15.3 **Geographical Areas for Reaction Officers**

- 9.15.3.1 The geographical Zones of operation will vary in size due to various factors such as traffic density, road conditions and urban versus rural territory.
- 9.15.3.2 All Zones must be predetermined and marked on a map, which should be maintained for inspection by The Department.

- 9.15.3.3 Where reaction times exceed fifteen (15) minutes in any Zone, a log is to be kept of this for not less than ninety (90) days. OB entry must be made on arrival.
- 9.15.3.4 Should the reaction times per Zone for than ten (10) % of the occurrences per month, be in excess of fifteen (15) minutes, the SP will compile a service improvement plan to resolve non-performance.
- 9.15.3.5 Accurate records of all occurrences are to be kept for minimum of ninety (90) days and shall be reported to the Facility Manager daily.
- 9.16 **Reaction Vehicles (RV) and Inspection Vehicle (IV)**
- 9.16.1 A RV and IV are vehicles that is solely dedicated to the purpose of responding and inspecting in a predetermined area to facilities.
- 9.16.2 A minimum of two (2) RVs must be fully equipped, manned and available twenty-four hours (24) a day with a minimum of one (1) fully equipped back up vehicle.
- 9.16.3 The RV and IV will be clearly marked with:
- The SP's name
  - SP's logo
  - Telephone number
  - RV only: that it is a 24-hour service and a response vehicle
- 9.16.4 Where a vehicle roof light is used, this must comply with the Road Traffic Ordinance Act.
- 9.16.5 RV and IVs shall be equipped with a suitable communication device/ functional two way radio.
- 9.16.6 It is recommended that every RV and the IV be fitted with a Global Positioning System (GPS) tracking device.
- 9.16.7 RV and IVs must at all times have sufficient fuel to complete their duties.
- 9.16.8 It is the SP's responsibility to discipline staff members as far as obeying road traffic rules.
- 9.16.9 Both RV and IVs must at all times be in good mechanical condition.
- 9.16.10 Code three (3) vehicles are not permitted as RV and IVs.
- 9.16.11 RV and IVs true engine operative kilometre reading must not to exceed 250 000 kilometres (km).
- 9.16.12 Stand-by RVs must be parked at a satellite or dispatch base.
- 9.16.13 The RV and IVs must be equipped with an all-purpose South African Bureau of Standards (SABS) approved fire extinguisher and must be available for inspection.
- 9.16.14 Spare wheel, jacks and wheel spanners must be available at all times.
- 9.17 **Response Notification**
- 9.17.1 A response notification slip will be left at each premises every time a RV responds to the activation of an alarm signal or emergency call.
- 9.17.2 The response notification slip must contain the following information:
- Date of visit
  - Responding Officer details
  - Address of premises visited
  - Remarks
  - Reason for visit
  - Reference number
- 9.18 **Security Control Room**
- 9.18.1 Where the facility has an established Security Control Room, the SP will have exclusive use over the control room area. Only security officers on duty are allowed to occupy the Control Room.
- 9.18.2 The SP will be required to keep the area clean, pest free and maintain the area to an acceptable level.

9.18.3 The Department may inspect any Control Room area from time to time.

**9.19 Incident Reporting**

9.19.1 The SP shall implement and maintain systems and procedures to report and record all security incidents for the facility. This report MUST be provided to the Facility Manager and Head Office Security Service Management (SSM) on a monthly basis. The monthly report must be submitted by 09h00am on the 7<sup>th</sup> day of every month. If the 7<sup>th</sup> is on a weekend or public holiday it must be submitted the next Business Day.

9.19.2 A typed-out report (including the written security officer statement) containing all incidents shall be submitted to the Facility Manager or his/ her delegate (within 7 hours of the incident or before the end of his/her shift) with the exception of serious incident in which case the Facility Manager or his/ her delegate should be contacted immediately.

9.19.3 Where a crime is committed or where a crime is suspected of being committed, the SP shall summon the police in accordance with the SOP for contacting and liaising with the police.

9.19.4 Following the discovery of a criminal act, the SP shall investigate the incident on behalf of the facility and report all findings immediately to the Security Control Room. The Control Room will share these findings with the Facility Manager immediately on receipt of such findings.

9.19.5. A typed-out report on a company letterhead must be submitted. No handwritten reports or standalone security officer statement will be accepted, as an official report.

9.19.6 Should the SP fail to adhere to all of the above requirements, penalties will be imposed accordingly.

**9.20 Continuous Service Improvement**

9.20.1 The SP shall prepare and maintain a continuous service improvement plan for all services supplied to The Department. This shall include, but not be limited to:

- Opportunities to reduce risk to the services;
- Opportunities to reduce the cost of services to The Department;
- Opportunities to improve service performance;
- Opportunities to increase service availability;
- Opportunities to motivate and reward good performance;
- Employee wellness programme for guards;
- Updates on existing improvement projects;
- Metrics on recently implemented improvement projects;
- Contingency plan for protests, strikes, gang violence and festive season;

9.20.2 The improvement plan must be presented to the Facility Manager within three (3) months of the commencement date of the contract and must be updated and presented quarterly thereafter for the duration of the agreement. Should the SP fail to adhere to the above requirement, penalties will be imposed per day until the improvement plan is provided to the Facility Manager.

**9.21 Crime Prevention**

9.21.1 The SP shall in consultation with the designated Facility Manager(s) develop and implement action plans to deal with serious crimes which may occur at the facility including but not limited to terrorism, vandalism, theft, baby abduction, sexual assault and all other serious assault on the property.

9.21.2 The SP shall promote security and safety consciousness through the development and dissemination of security and safety information through a variety of media including but not limited to briefings and posters on a quarterly basis.

**10 INVOICING AND PAYMENTS**

10.1 The Department shall pay the all-inclusive price as per the offer submitted for the specified Zones in accordance with the service delivery standards as set out in the bid.

10.2 The costs referred to in 10.1 above are inclusive of all costs associated with rendering the Services which includes VAT, all costs associated with the provision of security officers, transport costs, operational costs, administrative costs, radios, monitoring systems, posting vehicles and uniform costs.

10.3 The Department shall pay the said amounts within 30 (thirty) Calendar Days of receipt of a detailed, valid tax invoice and written confirmation from the Contract Manager on the first day of each month



for the preceding month's Services confirming that the Services were rendered satisfactorily during the invoice period.

- 10.4 SP must provide with the monthly invoice/s, all posting sheets for payment processing.
- 10.5 The payment of all sub-contractors remains the responsibility of the SP and not The Department.
- 10.6 The correctness of the invoice is the responsibility of the SP. At no time will The Department be held liable for errors and backdate payments to compensate for such errors.
- 10.7 The following details must be reflected on the invoices contemplated in clause 10.3 –
- The total amount payable
  - Specific services rendered,
  - Period of service (from/to);
  - Facility Name
  - The invoice number;
  - Order number received from The Department;
  - VAT payable; and
  - SP's banking details.
- 10.8 The Department will verify the correctness of a tax invoice and notify the SP of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. If The Department identifies any material discrepancies, the tax invoice will be referred back to the SP, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of a corrected tax invoice, provided that the provisions of clauses 10.4 and 10.5 have been complied with. Undisputed amounts on an invoice shall be paid by The Department in accordance with clause 10.3.
- 10.9 No payment shall be made in respect of services that have been rendered that do not comply with the requirements and or service standards of this contract. The SP shall be required to provide The Department with a credit note within 7 (seven) Calendar Days after receipt of a written notice in respect of the value of the penalties imposed. The Department will not process invoices where penalties are disputed, and credit notes have been requested for imposed penalties. Payments will only be processed once the credit note/s are received.
- 10.10 All payments under this contract shall be made in South African Rand by way of an electronic banking transfer into the bank account of the SP (located in the Republic of South Africa), quoting the invoice number against which payment is to be made.

## **11 SECURITY OFFICER REMUNERATION**

Main Collective agreement of the National Bargaining Council for Private Security Sector (NBCPSS) for Security Services Trade.

- 11.1 For the purpose of this process, use will be made of the relevant Categories of security officers, as defined in the Main Collective agreement of the National Bargaining Council for Private Security Sector (NBCPSS), for the Security Services Trade and published in the Government Gazette. See WCBD 3.1/2.
- 11.2 It is expected that the SP shall remunerate all employees in terms of the main agreement of the National Bargaining Council for the Private Security Sector (NBCPSS) as amended for time to time and confirming that they do not make use of Labour Brokers, Independent Contractors, Learnerships or other such "disguised employment relationship" as a source of recruiting and remunerating security officers.
- 11.3 All enquiries regarding the Sectorial Determination rates must be clarified with the National Bargaining Council.

## **12 PENALTIES**

- 12.1 Penalties will be levied against the SP for every incident and or provision of this contract which the SP fails to honour, as well as by any posted security officer who contravenes the contract conditions and/ or loss of The Department's property due to proven negligence. The said penalties will be determined against a set percentage of the total monthly contract price as set out in the contract. The SP will be held accountable for confirmed incidents of negligence and liable to refund The Department. The full replacement cost will be determined by The Department and will be deducted once-off from the SP monthly invoice. The Department will NOT deal with SP Insurance Brokers. In cases where private

- property of patients, WGC officials, other SP's and visitors are damaged or loss due to the security officer/s negligence, the SP will be accountable to fully refund the person in question and NO dealings with Insurance Brokers will be accepted.
- 12.2 Where the SP fails to provide the service in terms of the contract, deductions and/or penalties for said failure will be calculated at 1% of the monthly contract value per transgression per security officer per building at the facility per shift. In the event of a transgression being for part of a shift, this period will be regarded as a full shift.
- 12.3 The Department shall inform the SP in writing of the penalties and the value to be imposed and provide the SP with a copy of the corresponding penalty document. Security Contract Manager immediately or the next working day notifies the SP of the transgression/s in writing via email. If the transgression is not an immediate penalty, then sufficient time must be provided to the SP to remedy the situation. The Security Contract Manager must as far as possible include evidence of the transgression e.g., photos / video / CCTV footage / staff reports.
- 12.4 The SP shall be required to provide The Department with a credit note within 7 (seven) Calendar Days after receipt of a written notice in respect of the value of the penalties imposed. The Department will not process invoices where penalties are disputed, and credit notes have been requested for imposed penalties. Payments will only be processed once the credit note/s is received.
- 12.5 Transgressions and penalties will be noted and discussed at monthly meetings between The Department and the SP.
- 12.6 **Immediate Penalty:** These transgressions are absence from premises without proper permission; sleeping on duty; using / being under the influence of intoxicating substances while on duty; Sexual / verbal harassment or any form of assault; enabling any person to secure stolen property from the premises. Apart from the immediate penalty the security officers must be removed from the facility. An implementation of penalties for security SP non-compliance circular H133/ 2022 will be provided to the awarded SP. See attached **Annexure D**.
- 12.7 Penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract, but not limited to all bid requirements and the service standards listed below in the following instances:
  - 12.7.1 1% of the applicable daily/ weekly/ monthly/ total contract value registered against applicable facility.
  - 12.7.2 The issuing of three (3) of the **SAME** penalties against the SP will be used as a benchmark after which written warnings will be issued to the SP:
    - 12.7.2.1 Warning 1 in addition to pro-rata depending on the transgression
    - 12.7.2.2 Warning 2 in addition to pro-rata depending on the transgression, repeat 12.7.2
    - 12.7.2.3 Warning 3 in addition to pro-rata depending on the transgression, repeat 12.7.2
- 12.8 Should there be further transgressions after three (3) warnings, the Agreement will be immediately terminated by The Department upon written notice.
- 12.9 In instances where the severity of the penalty or transgression leads to extensive loss of government assets, fatalities, either personnel or patients, to The Department will terminate the contract. In such instances, warnings may not apply, and immediate termination of the contract will take place for material breach of contract.

## SECTION C: SCOPE OF WORK

### 13 BACKGROUND

- 13.1 The Department is mandated in terms of the Public Finance Management Act (Act 1 of 1999), "to promote and enforce transparency and effective management in respect of revenue, expenditure, assets and liabilities of provincial departments and provincial public entities; may assist provincial departments and provincial public entities in building their capacity for efficient, effective and transparent financial management and may do anything further that is necessary to fulfil its responsibilities effectively."

## **14 SECURITY SERVICE PURSUED UNDER THE CONTRACT**

14.1 A description of the security service types sought under this contract is provided hereunder:

### **A. Normal Physical Guarding**

This service type of security is where a normal guarding solution will be required. Training and registration with the Private Security Industry Regulatory Authority (PSIRA) is required from level A to level C. Access and egress control of visitors, staff, patients and public is required to which a low to medium level of risk is attached.

### **B. Alarm monitoring and Armed Response**

This type of security requires a more specialised solution and would encompass specialised guarding solutions such as venues where VIPs would be entertained, armed response situations, crowd control, unrests, strikes, tactical responses, rapid responses and volatile situations. Training and registration with the PSIRA are required from level A to level C. The level of security risk would normally be medium to high or the risk is of such a nature where a solution is required which is at a higher level than normal physical guarding.

### **C. Off-site facility CCTV monitoring**

This requires that SPs demonstrate their ability to provide off-site facility control of physical security requirements or their ability to provide armed response, qualified and professional controllers specifically trained to provide dedicated Control Room services to The Department. Training and registration with the PSIRA are required from level A to level B.

14.2 A list of the Zones in which the services described above to be rendered are: According but not limited to the attached Annexure A.

## **15 SUB-CONTRACTING**

15.1 Only the following services may be subcontracted:

- Alarm monitoring and armed response
- CCTV remote monitoring
- Guard dog

15.2 The SP must supply The Department with a copy of the signed Agreement with their sub-contractor(s) within thirty (30) days of the award.

15.3 The names of the subcontracting parties must be submitted with your offer at bid closing. For further subcontracting requirements referred to the WCBD 1, included in this document. See page 5.

## **16 SECURITY OFFICER TRAINING**

16.1 Mandatory training is required for every security officer that is deployed on this contract for the handling of aggressive and psychiatric individuals.

16.2 An initial train-the-trainer session will be provided by The Department and thereafter conducted by the SP, in addition to all other training that the SP will provide.

16.3 It is required that every security officer renews their training certificate every six (6) months.

16.4 The SP must provide the security officer with report writing training

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**PROVINCIAL GOVERNMENT WESTERN CAPE****DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

**3 Definitions**

**"bid"** means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

**"Bid rigging (or collusive bidding)"** occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

**"business interest"** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**"Consortium or Joint Venture"** 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;

**"Corruption"**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
  - (i) that amounts to the-
    - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
    - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
  - (ii) that amounts to-
    - (aa) the abuse of a position of authority;
    - (bb) a breach of trust; or
    - (cc) the violation of a legal duty or a set of rules;
  - (iii) designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption

**“CSD”** means the Central Supplier Database maintained by National Treasury;

**“employee”**, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

**“entity”** means any –

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

**“entity conducting business with the Institution”** means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

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**"Family member"** means a person's –

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

**"intermediary"** means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

**"Institution"** means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

**"Provincial Government Western Cape (PGWC)"** means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

**"RWOEE"** means –

Remunerative Work Outside of the Employee's Employment

**"spouse"** means a person's –

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
  - (i) resigned as an employee of the government institution or;
  - (ii) cease conducting business with an organ of state or;
  - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

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TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

<b>B1.</b>	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <b>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</b>	<b>NO</b>	<b>YES</b>
<b>B2.</b>	Are any employees of the entity also employees of an organ of state? <b>(If yes complete Table B and attach their approved "RWOEE")</b>	<b>NO</b>	<b>YES</b>
<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state? <b>(If yes complete Table B)</b>	<b>NO</b>	<b>YES</b>

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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**TABLE B**

*Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.*

<b>FULL NAME OF EMPLOYEE</b>	<b>IDENTITY NUMBER</b>	<b>DEPARTMENT/ ENTITY OF EMPLOYMENT</b>	<b>DESIGNATION/ RELATIONSHIP TO BIDDER**</b>	<b>INSTITUTION EMPLOYEE NO./ PERSAL NO. <i>(Indicate if not</i></b>

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

**SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES** To enable the prospective bidder to provide evidence of past and current performance.

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	<b>NO</b>	<b>YES</b>
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**C2. TABLE C**

Complete the below table to the maximum of the last 5 contracts

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
<b>C3.</b> Is the entity or its principals listed on the National Database as companies or person prohibited from doing business with the public sector?					<b>NO</b> <b>YES</b>
<b>C4.</b> Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					<b>NO</b> <b>YES</b>
(To access this Register enter the National Treasury's webfacility, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)					
<b>C5.</b> If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				<b>NO</b>	<b>YES</b> <b>N/A</b>
<b>C6.</b> Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					<b>NO</b> <b>YES</b>
<b>C7.</b> Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					<b>NO</b> <b>YES</b>

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.*

I, ..... hereby swear/affirm;

- i. that the information disclosed above is true and accurate.
- ii. that I understand the content of the document.
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....

**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER: .....
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER: .....
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS**

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

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE**

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**1. DEFINITIONS**

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** 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;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **"Proof of B-BBEE status level contributor"** means –
  - (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.

- 1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
  - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
- (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the ..... preference points system shall be applicable;
- or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.  
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE status level of contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS	
	80	90
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	100	100

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state 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 organ of state.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:  
 (a) points out of **80/90** for **price**; and  
 (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

#### 4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

##### 4.1 POINTS AWARDED FOR PRICE

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

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

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

## 5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

### 5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

90/10

$$P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\max}$  = Price of highest acceptable bid

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

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

**8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 5**

8.1 B-BBEE Status Level: ..... = ..... (maximum of 20 points in terms of 80/20)

8.2 B-BBEE Status Level: ..... = ..... (maximum of 10 points in terms of 90/10)

*(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).*

**9. SUB-CONTRACTING**

9.1 Will any portion of the contract be sub-contracted? (delete which is not applicable) **YES/NO**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME or QSE? (delete which is not applicable) **YES/NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder must state in its response to a particular RFQ that a portion of that contract will be sub-contracted.

**10. DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

10.4 Type of company/firm (Select applicable option)

<input type="checkbox"/>	Partnership/Joint venture consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public company
<input type="checkbox"/>	Personal liability company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Non-profit company
<input type="checkbox"/>	State-owned company

10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:



- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
  - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**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 General Conditions of Contract 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 General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. 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 any thing 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 facility" means delivered and unloaded in the specified store or depot or on the specified facility 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 facility," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the 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, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **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:
  - (a) 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
  - (b) 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 Department or an organization acting on behalf of the Department.
- 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:
  - (a) performance or supervision of on-facility assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-facility, 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:

- (a) 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
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) 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 fulfillment 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 authorized in SCC or in the purchaser's request for bid 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 contracts 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 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.
- 21.5 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.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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:
- (a) 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;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) 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:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004,

the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury webfacility.

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| <b>24. Anti-dumping and countervailing duties and rights</b> | 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 the amount of 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. |
| <b>25. Force Majeure</b>                                     | <p>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.</p> <p>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.</p>   |
| <b>26. Termination for insolvency</b>                        | 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.  |
| <b>27. Settlement of Disputes</b>                            | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p>    |

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) 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
  - (b) 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 South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**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.

