

YOU ARE HEREBY INVITED TO BID FOR THE SECURITY SERVICES BID ADVERTISED BY THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY ON BEHALF OF WESTERN CAPE GOVERNMENT.

BID NUMBER:	POCS04-2025/2026	CLOSING DATE:	10 FEBRUARY 2026
VALIDITY PERIOD:	90 DAYS	CLOSING TIME:	11:00 AM

DESCRIPTION
<p align="center">SECURITY SERVICE BID FOR:</p> <p>THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY WISHES TO APPOINT A CAPABLE PRIVATE SECURITY SERVICE PROVIDER TO PROVIDE A SECURITY GUARDING SERVICE AT WCG BUILDINGS WITHIN THE CAPE TOWN CENTRAL BUSINESS DISTRICT (CBD) AND EXTENDED METRO AREAS FOR A 36 MONTH PERIOD : 1 APRIL 2026 TO 31 MARCH 2029 - WITH AN OPTION TO EXTEND FOR A FURTHER TWELVE (12) MONTHS ON A MONTH-TO-MONTH BASIS.</p>

BID DOCUMENTS MUST BE SUBMITTED AS BELOW
HAND DELIVERED
<p>TO BE DEPOSITED IN THE BID BOX MARKED</p> <p>Department of Local Government Ground Floor, 80 St Georges Mall Waldorf Building Cape Town, 8000 (The Department is using the bid box as a temporally measure while the department is relocating)</p>
<p>ENQUIRIES RELATING TO BID DOCUMENT AND TECHNICAL ENQUIRIES PLEASE CONTACT:</p> <p>Technical Enquiries: Wendy Arendse - Wendy.Arendse3@westerncape.gov.za Technical Enquiries: Denzil Samuels – Denzil.Samuels@westerncape.gov.za SCM Enquiries : Esethu Makanda - Esethu.Makanda@westerncape.gov.za SCM Enquiries: Anele Mengezeleli - Anele.Mengezeleli@westerncape.gov.za</p>

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

The bid box is generally open 24 hours a day, 7 days a week.

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

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

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TERMS OF REFERENCE (TOR) BID SPECIFICATION

1. INTRODUCTION

- 1.1. The Western Cape Government Department of Police Oversight & Community Safety, through its Chief Directorate Security Risk Management is mandated to procure, administer and evaluate physical security resources at certain WCG facilities in the Cape Town CBD and Cape Metro area.

2. REQUIREMENT

- 2.1. The Department of Police Oversight and Community Safety (POCS hereafter) wishes to appoint capable private security service provider to provide a physical security guarding service at WCG buildings and facilities within the Cape Town Central Business District (CBD) and extended metro areas.
- 2.2. This service is required for a period of 36 months: 1 April 2026 to 31 March 2029 - with an option to extend for a further twelve (12) months on a month-to-month basis.
- 2.3. Please refer to Annexures A1, and A2 to review the detailed requirement and scope of work.

3. GENERAL CONDITIONS OF BID

- 3.1. Bidders are prohibited from altering the original document. Only the original, unmodified document will be considered authentic and binding for contract purposes, overriding any changes made by the bidder.
- 3.2. The bid forms should not be retyped or redrafted. Photocopies may be made and completed.
- 3.3. Black or blue ink shall be used to fill in bids.
- 3.4. The onus is placed on bidders to check that all pages of their bid are included to ensure that no pages are missing. The WCG will not accept liability for claims related to missing pages.
- 3.5. Bidders must initial each page of the bid document and sign all relevant sections, including all the Annexures where applicable.
- 3.6. Bidders must bid in accordance with the requirements stipulated in the bid documents.
- 3.7. All bids must be submitted in a sealed envelope bearing the bid number, bid description, by the closing date and time, and deposit the bid in the specific box at the address as reflected on page 1 of this invitation to bid. No late bids will be accepted.
- 3.8. Disqualifying conditions are mandatory conditions and will either be preceded or followed by a sentence that stipulates that a bidder may be disqualified for non-compliance.
- 3.9. This bid and all contracts emanating there from will be subject to the Government Procurement General Conditions of Contract (refer to as the GCC hereafter), Revised July 2010 version, referenced in the Practice Note dated 21 July 2010 as well as the National Treasury's current Standard for PFMA, published by National Treasury.

- 3.10. Bidders may not submit a bid without having a firm intention and the capacity to proceed with any contract that emanates from this agreement.
- 3.11. The Department of Police Oversight & Community Safety 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, subject to valid operational, budgetary, or compliance reasons or due to reasons including, but not limited to the following:
- 3.11.1. Changed circumstances or the services specified in the invitation is no longer needed.
 - 3.11.2. Funds are no longer available to cover the total envisaged expenditure.
 - 3.11.3. No acceptable tender is received and/or,
 - 3.11.4. There is a material irregularity in the tender process.
- 3.12. The Department of Police Oversight & Community Safety shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

4. SPECIAL CONDITIONS OF BID

- 4.1. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. The Terms of Reference of this bid, the bidder offer, the GCC, SCC and the Service Level Agreement (refer to as the SLA hereafter) will form part of this agreement.
- 4.2. Where, however, should the Special Conditions of Contract (refer to as the SCC hereafter) conflict with the GCC, the SCC will prevail.
- 4.3. The Department of Police Oversight & Community Safety and all service providers must comply with the bid conditions. They shall perform their duties and obligations as set out in these bid conditions, timeously and with integrity and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 4.4. The Department of Police Oversight & Community Safety may extend the contract beyond 31 March 2029, based on operational requirements, continued availability of funds, and satisfactory performance by the service provider. Any extension shall not exceed twelve (12) months and will be on a month-to-month basis. During this extension period, either party may terminate the contract with a minimum of thirty (30) days' written notice.
- 4.5. It is a condition of the bid that bidders are registered or become registered on the following databases at the time of the award of the bid:
- 4.5.1. Western Cape Supplier Evidence Bank (WCSEB); and
 - 4.5.2. Central Supplier Database (CSD)
- 4.6. It will be expected from the successful bidder to sign a detailed Service Level Agreement with the Department.
- 4.7. **Appointment of Service Provider**

- 4.7.1. The Department will appoint one service provider to deliver physical guarding services across Cape Town CBD and Cape Metro areas, outside the CBD), subject to the provider meeting all requirements outlined below.
- 4.7.2. To progress to Phase 2, bidders must comply with Phase 1 by submitting all compulsory documentation and meeting all SCM requirements without exception.
- 4.7.3. In Phase 2, the Department will apply the Price and Preference Point System to all bidders who successfully passed Phase 1.
- 4.7.4. The top three scoring bidders resulting from Phase 2 evaluations will undergo a Physical Operational Risk Assessment (ORA). This assessment includes a full inspection of operational readiness, staffing capability, supervision capacity, and the functionality of the bidder's local control room.
- 4.7.5. The highest scoring compliant bidder resulting from Phase 2 evaluations, achieving an ORA score of 81% or higher, will be appointed by the Department to render the guarding service for this contract, based on the ORA scoring criteria as published in Annexure C1. No additional or subjective criteria will be applied beyond the approved scoring matrix.
- 4.7.6. Bidders who do not achieve the minimum ORA score (81%+) will not be considered for appointment.
- 4.7.7. Appointment of a single service provider will be exercised to ensure the Department receives a unified service approach which enhances operational efficiency, standardization, and accountability across all sites.
- 4.8. In addition, the Department reserves the right to verify the trading status of prospective bidders with the National and Provincial Treasury Departments.
- 4.9. The successful bidder must be willing to subject themselves to the vetting processes of the State Security Agency (hereafter SSA).
- 4.10. 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.

Compliance documentation:

- 4.11. Each bidder must indicate with a 'Yes or No' on the tables below whether they have submitted and comply with the special conditions set out therein.
- 4.12. The Department will verify compliance based on the actual documents submitted. Failure to tick 'Yes/No' will not cause disqualification if the required documents are included, valid and certified.
- 4.13. The documents listed in Tables 1 and 2 must be submitted at bid closure.
- 4.14. Table 1 lists all SCM compliance documentation for submission and correspond to Items 1 to 4 as shown in table 1 below.
- 4.15. The documents in table 2 are industry specific documents and are mandatory, corresponding to Items 1 to 7 as shown in table 2 below.

- 4.16. Bidders must include all required documents as part of their bid submission:
- 4.16.1. A current PSIRA Registration Certificate, valid on the date of bid closure
 - 4.16.2. A current PSIRA Letter of Good Standing, valid on the date of bid closure
 - 4.16.3. Current and valid COIDA Letter of Good Standing
 - 4.16.4. Current and valid Private Security Fund Provident Fund Letter of Good Standing
 - 4.16.5. Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance
 - 4.16.6. Current and valid certificate of registration with the National Bargaining Council for the Private Security Sector (NBCPSS)
 - 4.16.7. Current and valid confirmation of registration and paid-up levy and Health contributions with the NBCPSS
- 4.17. Valid certificates and documents are to be submitted with the BID. If any validity expires during the Tender period before BID closure, failure to produce valid certificates within seven (7) working days of written request by the Department will result in the award being withdrawn and the disqualification of the bidder.
- 4.18. The Western Cape Government (WCG) reserves the right to verify the authenticity and validity of any certificate or supporting document submitted by a bidder at any stage of the evaluation or award process.
- 4.19. Verification may be conducted directly with the issuing authority at the WCG's discretion.
- 4.20. SCM Compliance Documentation (Table 1): All forms listed in Table 1 are compulsory, must be fully completed, and must be submitted with the bid.
- 4.21. Where a document is indicated as mandatory, failure to complete and submit that document, including proof of signing authority where required, will result in disqualification.
- 4.22. If a bidder fails to provide the required supporting evidence, the bidder will be deemed non-compliant and will not proceed to Phase 2.
- 4.23. Security Industry Documentation (Table 2): Bidders must submit all mandatory documents listed in Table 2. Failure to submit any required document will render the bid non-compliant, unless otherwise specified in Table 2.
- 4.24. All documents submitted must be current, valid, and certified where required.

Table 1 : SCM compliance documentation:

No.	Returnable Form Name:	Mandatory/ non-mandatory:	Return Document with BID:	Submitted Yes/No
1.	WCBD 1 (To be accompanied by proof of authority e.g. company resolution)	Mandatory	Yes	
2.	WCBD 3.1 (Including the section on Price Adjustments)	Mandatory	Yes	
3.	WCBD 4	Mandatory	Yes	
4.	WCBD 6.1	Non-mandatory. Only mandatory if bidder	Yes	

	(to be accompanied by a valid BBBEE certificate or consolidated BBBEE for joint ventures certificate / affidavit)	<i>intend to claim preference points.</i>		
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Table 2 : Security Industry Documentation: (To be verified by SCM)

NO.	RETURNABLE DOCUMENT	DESCRIPTION	DUE AT BID CLOSURE	SUBMITTED YES/NO
1.	Current and valid PSIRA registration certificate	Certificate issued by PSIRA that can be verified by means of the QR Code	x	
2.	Current and valid PSIRA Letter of Good Standing	True copy of letter issued by PSIRA	x	
3.	Current and valid COIDA Letter of Good Standing	True copy of letter issued by Department of Labour	x	
4.	Current and valid Private Security Fund Provident Fund Letter of Good Standing	Letter issued by the PSFPF	x	
5.	Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance	Letter issued by Insurer or applicable Letter of intent	x	
6.	Current and valid certificate of registration with the National Bargaining Council for the Private Security Sector (NBCPSS)	Certificate issued by the NBCPSS	x	
7.	Current and valid confirmation of registration and paid-up levy and Health contributions with the NBCPSS	Letter issued by the NBCPSS	x	

5. ENQUIRIES

5.1. Enquiries must be directed via email to the following person(s) :

5.1.1. Technical Enquiries : Wendy Arendse - Wendy.Arendse3@westerncape.gov.za

5.1.2. Technical Enquiries : Denzil Samuels – Denzil.Samuels@westerncape.gov.za

5.1.3. SCM Enquiries : Esethu Makanda - Esethu.Makanda@westerncape.gov.za

5.1.4. SCM Enquiries : Anele Mengezeleli - Anele.Mengezeleli@westerncape.gov.za

6. APPOINTMENT RULES

- 6.1. The evaluation panel will shortlist the top three bidders based on the results of Phases 1 and 2.
- 6.2. These three shortlisted bidders will each undergo an Operational Risk Assessment (ORA).
- 6.3. This bid will result in the appointment of ONE service provider to service the POCS contract.
- 6.4. The highest-scoring compliant bidder resulting from the evaluations of Phases 1 and 2, who also meets all physical compliance requirements during the ORA (scoring 81% or higher), will be appointed to service the CBD and greater Cape Metro surrounding areas - refer to Annexures A2

6.5. **Scope of Work:** The detailed scope of work for this bid is outlined in Annexures A1– and A2.

7. BID EVALUATION METHODOLOGY

7.1. Key Instructions to Bidders

- 7.1.1. Submit all mandatory documents by bid closure.
- 7.1.2. Ensure all documents marked “Certified” are valid certified copies.
- 7.1.3. Accurately complete all WCBD forms, including physical address details for ORA inspections (Phase 3).
- 7.1.4. POCS may verify all submitted information with issuing authorities.
- 7.1.5. Failure to meet any requirement will result in disqualification.

7.2. Bid proposals will be evaluated in the following manner:

- 7.2.1. **Phase 1: Compliance check.** (Compliance with mandatory conditions)
- 7.2.2. **Phase 2: Price & Preference.**
- 7.2.3. **Phase 3: Physical ORA for top 3 bidders.**

7.3. Phase 1: Compliance with mandatory conditions – [see: Table 1 & 2 – page 6-7]

- 7.3.1. Phase 1 comprises of all compliance with mandatory conditions.
- 7.3.2. This entails the complaint submission of all Supply Chain Management (SCM) requirements, including but not limited to the GCC/SCC as well as the provision of documents listed in tables 1 & 2 of mandatory documentation herein.
- 7.3.3. Failure to comply with these requirements will render bids invalid and bidders will thus be disqualified in this phase.
- 7.3.4. All Legal & Regulatory Compliance has been requested : Private Security Industry Regulatory Authority (PSIRA), National Bargaining Council for the Private Security Sector (NBCPSS), Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (COIDA), Private Security Sector Provident Fund (PSSPF).
- 7.3.5. The department reserves the right to verify these registrations with the relevant authorities.

7.4. Phase 2: Price & Preference [see: TOR - Annexure B1]

- 7.4.1. The breakdown and weighting to be applied for this bid will 90/10, of which the lowest acceptable bid as , per the Pricing Schedule will determine the applicable preference points system. Refer to WCBD 6.1.
- 7.4.2. During this phase, all bids that have met all SCM compliance requirements and submitted all the mandatory required documentation, will be further evaluated in terms of price and the preference points system.
- 7.4.3. By using the NBCPSS illustrative pricing guide, we determined the base cost, which includes the salaries and legislated allowances as per the Main Collective Agreement for the private

security officers. This cost reflects the direct expenses associated with employing security officers.

- 7.4.4. Overheads are indirect costs necessary for running the business but not directly attributable to specific services. Examples include administrative expenses, utilities, insurance, and rent. Overheads are calculated to each security officer based on factors like the number of officers employed or the hours worked.
- 7.4.5. A predetermined percentage markup is applied to the total of the base cost to determine the overheads.
- 7.4.6. The total BID price quoted must be an all-inclusive price which must provide for all cost factors related to rendering the service.
- 7.4.7. The final cost includes not only the direct expenses of paying salaries but also a portion of the indirect expenses (overheads) necessary to support the business operations and profit sharing to ensure the business generates sufficient revenue to sustain its operations and provides a return to stakeholders.
- 7.4.8. The price must be inclusive of VAT (If VAT registered).
- 7.4.9. Total Direct Cost + Overheads + VAT = Total Cost per Month (per grade, per shift).
- 7.4.10. The guideline notes that, in respect of overheads, "economy of scale applies", meaning that the percentage can be higher or lower depending on the numbers of guards employed. The Department has determined its own percentage for overhead costs which will be used and measured to Items 1, 2 and 3 below to determine whether a bidder's price is too low and thus poses a risk.
- 7.4.11. Prospective bidders MUST carefully read , review, complete and sign the detailed Pricing Schedule attached as per Annexure B1.

7.5. **Phase 3: Physical Operational Risk Assessments (ORA) [see: TOR - Annexure C1, C2]**

7.5.1. **Purpose**

- The Department of Police Oversight and Community Safety (POCS) will conduct Operational Risk Assessments (ORA) to verify the operational capacity and capability of shortlisted bidders.
- The ORA is a due diligence site assessment confirming that a bidder can deliver the required security services as described in the Scope of Work (Annexures A1 and A2).

7.5.2. **Eligibility for ORA**

- Only the top three qualifying bidders from Phases 1 and 2 (Compliance and Price and Preference) will undergo an ORA.
- The security service requires a standard guarding solution with personnel trained and registered with the Private Security Industry Regulatory Authority (PSIRA) at Grades A to C. The service includes access and egress control for visitors, staff, clients, and the public, which carries an inherent level of risk.

- An uninterrupted guarding service is mandatory. Guards must be available for all shifts without exception and relief personnel must be positioned close enough to respond immediately to ensure continuity.
- Likewise, supervisory resources must be located in close proximity to service sites, enabling supervisors to physically attend guard posts promptly to monitor compliance with service delivery standards.
- To support these requirements and to ensure bidders can provide real-time operational coordination and rapid deployment of relief and supervisory personnel. The bidder must operate a fully functional Control Room within the Cape Town Metropolitan area.
- The Control Room must be permanently staffed, owned or leased by the bidder, and may not rely on external monitoring centres for any core control-room functions.
- This includes having the necessary infrastructure and systems to maintain constant monitoring and communication, operating 24/7, 365 days a year to guarantee vigilance and responsiveness.
- Offers that cannot demonstrate this capability will be deemed non-responsive and will not be considered.

7.5.3. **Site Visits and Verification**

- POCS reserves the right to:
 - Visit the premises of shortlisted bidders and their listed client references.
 - Verify operational infrastructure, staffing, and management capacity.
 - All bidders must complete the WCBD 1 form. The bidder is to ensure that they provide **all** physical addresses of **all** operational offices to be considered for evaluation during this contract.

7.5.4. **ORA Evaluation Criteria**

- The ORA will assess the bidder's ability to deliver services according to the bid scope, focus:
 - Quality and reliability of services
 - Viability and durability of operations
 - Technical capacity and readiness to execute the contract

7.5.5. **ORA Scoring Methodology/ Scoring and Risk Rating**

- Evaluation focuses exclusively on Physical Guarding Services.
- Scores are calculated using the published Scoring Matrix (Annexure C1).
- The Scoring Matrix defines all criteria, their descriptions, and the maximum points allocated.
- Each criterion carries a defined weight, and the total score is converted into a percentage to determine the bidder's risk category.
- The minimum qualifying score is 81%, applicable to low, moderate, high and extreme-risk facilities.
- A bidder scoring below 81% is not eligible for appointment, and this will be recorded by the Bid Evaluation Committee.

7.5.6. **Summary: How ORA Scores Are Used** *(Plain Instructional Overview – For Quick Reference)*

- Step 1: The Department evaluates bidders' operational capacity through an Operational Risk Assessment (ORA), focusing only on Physical Guarding Services.
- Step 2: Each bidder receives an ORA Score (0–100%), based on site verification and documented evidence.
- Step 3: Scores are grouped into four risk categories: (See Table 3 & 4)
- Step 4: Only bidders achieving 81% or higher are eligible for consideration of appointment at all WCG Site Risk Categories across all facility risk levels (Low, Moderate, High and Extreme)
- Step 5: Bidders scoring below 81% are automatically disqualified from further consideration, and the Bid Evaluation committee will be notified.

Example of ORA Scoring

- Example: If the maximum score is 100 points and a bidder scores 82, the ORA score is 82%.

7.5.7. **Table 3 : Risk Rating Recommendations and Eligibility.**

ORA SCORE		WCG SITE RISK RATING CATEGORY			
0-40%	EXTREME	NO AWARD RECOMMENDED			
41-60%	HIGH	NO AWARD RECOMMENDED			
61-80%	MODERATE	NO AWARD RECOMMENDED			
81-100%	LOW	EXTREME	HIGH	MODERATE	LOW

7.5.8. **Table 4 : Scoring Matrix Summary (TOR - Annexure C1)**

Service Area	Weight	Max Score	Assessment Focus
Control Room	30%	31	Infrastructure and monitoring systems
Security Officers	50%	15	Staffing, supervision, and deployment readiness
Vehicles	20%	5	Fleet adequacy and response capability
Total	100%	51	

7.5.9. **ORA Risk Rating and Recommendations**

- The Operational Risk Assessment (ORA) score reflects the service provider's overall operational capability and readiness to deliver security services.
- Each bidder's score is compared against the facility risk profile (Low, Moderate, High or Extreme Risk) to determine appointment eligibility.

7.5.10. **Application of ORA Results**

- Only service providers achieving an ORA score of 81% or higher will be considered.
- Service Providers in this category demonstrate sufficient operational capability to service Low-, Moderate, High, and Extreme-Risk WCG facilities.

- Bidders scoring below 81% will not be considered for appointment, and their ORA findings will be reported to the Bid Evaluation Committee for record purposes.

7.5.11. Final Determination

- ORA results will guide the Department's decision on the bidder's suitability to service the contact and the department level of risk tolerance.
- The Department reserves the right to accept only service providers who meet the minimum ORA threshold and demonstrate adequate operational readiness.
- This minimum applies to all Low, Moderate, High and Extreme-Risk facilities, as identified in the bid documentation.
- No changes to the ORA criteria or scoring matrix will be made after advertisement, except through a formal erratum with an extended closing date if necessary.

Table 5: Table of Abbreviations and Acronyms	
Abbreviation / Acronym	Full Term / Description
AFSA	Arbitration Foundation of Southern Africa
BBBEE	Broad-Based Black Economic Empowerment
CBD	Central Business District
COIDA	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
CSD	Central Supplier Database (National Treasury)
POCS	Department of Police Oversight and Community Safety
GCC	General Conditions of Contract (National Treasury, July 2010)
NBCPSS	National Bargaining Council for the Private Security Sector
ORA	Operational Risk Assessment
ORS	Operational Requirement Sheet
PFMA	Public Finance Management Act, 1999 (Act No. 1 of 1999)
PSIRA / PSiRA	Private Security Industry Regulatory Authority
PSSPF	Private Security Sector Provident Fund
R	South African Rand
SCC	Special Conditions of Contract
SIPDM	Standard for Infrastructure Procurement & Delivery Management (National Treasury)
SLA	Service Level Agreement
SSA	State Security Agency
WCBD	Western Cape Bid Document (Form)
WCSEB	Western Cape Supplier Evidence Bank
WCG	Western Cape Government

TOR - Annexure A1**SCOPE OF WORK – PRIVATE SECURITY SERVICES****1. Introduction**

The Western Cape Government (WCG) requires private security services to ensure a safe and secure environment for staff, protect government assets, and maintain continuity of service delivery. Compliance with South African law and applicable security sector legislation and standards.

2. Security Service Type Required:**2.1 Physical Guarding**

- 2.1.1. The security service requires a standard guarding solution with personnel trained and registered with the Private Security Industry Regulatory Authority (PSIRA) at Grades A to C. The service includes access and egress control for visitors, staff, clients, and the public, which carries an inherent level of risk.
- 2.1.2. An uninterrupted guarding service is mandatory. Guards must be available for all shifts without exception and relief personnel must be positioned close enough to respond immediately to ensure continuity.
- 2.1.3. Likewise, supervisory resources must be located in close proximity to service sites, enabling supervisors to physically attend guard posts promptly to monitor compliance with service delivery standards.
- 2.1.4. To support these requirements and to ensure bidders can provide real-time operational coordination and rapid deployment of relief and supervisory personnel, the bidder must operate (not outsource) a fully functional Control Room within the Cape Town Metropolitan area. The Control Room must be permanently staffed, owned or leased by the bidder, and may not rely on external monitoring centres for any core control-room functions.
- 2.1.5. This includes having the necessary infrastructure and systems to maintain constant monitoring and communication, operating 24/7, 365 days a year to guarantee vigilance and responsiveness.
- 2.1.6. Offers that cannot demonstrate this capability will be deemed non-responsive and will not be considered.
- 2.1.7. Due to the specialized nature of the service, control room operators must be computer literate, trained in security operations, and hold a minimum PSIRA Grade C registration. Proof of such training must be provided. A physical inspection of the Control Room, conducted with the bidder's designated and authorised official, will form part of the Operational Risk Assessment (ORA hereafter). This inspection will assess, among other factors, the bidder's capacity to provide the required security services for standard physical guarding.

3. Operational Requirement Sheet (ORS)

- PSP - SECURITY BID - TOR - ANNEXURE A2 - SCOPE OF WORK - OPERATIONAL REQUIREMENT



OPERATIONAL REQUIREMENT SHEET

(VARIOUS FACILITIES IN CAPE TOWN CBD AND OUTSIDE THE CAPE TOWN CBD)

NAME OF INSTITUTION: Department of Police Oversight and Community Safety - various buildings.

1. REQUIREMENTS

- 1.1. To provide a security and guarding service, including CCTV operators at Control rooms in the WCG buildings within the Cape Town CBD and surrounds, to the Department of Police Oversight and Community Safety at the WCG buildings within the Cape Town CBD the Cape Metro surrounding areas.
- 1.2. **Security Service Required** - Physical Security (Guarding Solution) and CCTV Operators as noted above
- 1.3. Day shift hours are from 06h00 until 18h00.
- 1.4. Night shift hours are from 18h00 until 06h00.
- 1.5. The services are required for the periods as stipulated in the Terms of Reference, ORS and any addendums to these documents as agreed.
- 1.6. The service provider to ensure the total amount of security officials per shift as per table 2 below is continuously on site for the duration of their shift.
- 1.7. Communication: The service provider to ensure an approved communication method is used between all posted security officials, the Security Supervisor, the Off-Site monitoring Control Room and the appointed departmental Facility Manager ensuring no signal loss in the area.
- 1.8. One of the posting points is the Chrysalis Academy which is prone to snake and baboons being found onsite. Protective gear and boots to be provided by the appointed service provider. Adequate provisions to be made for this site in this regard.
- 1.9. A summary of the deployment requirements are captured below.
- 1.10. Specific deployment per facility will be shared with the successful bidder. ± 7

2. SERVICE REQUIRED: PHYSICAL SECURITY (GUARDING SOLUTION)

2.1 Mondays to Fridays - 12-hour service

- The service is a 12-hour security service, 5 days a week, excluding weekends and public holidays for the duration of the contract period as agreed.

Monday to Friday Compliment

	B Day	B Night	C Day	C Night	Totals SO
POCS	3	0	46	0	49

2.2 Mondays to Sundays - 24-hour service

- The service is a 24-hour security service, 7 days a week, including weekends and public holidays for the duration of the contract period as agreed.

Monday to Sunday Compliment

	B Day	B Night	C Day	C Night	Totals SO
POCS	2	3	47	44	96

Note: The compliment above includes **Three (3)** CCTV operators day shift and **Three (3)** CCTV operators night shift. Please ensure that the CCTV operators placed in the Control Rooms are suitably trained as CCTV operators.

2.3 Buildings

4 Dorp Street	Archives (Roeland)
Union House-	Caledon house (Archives)
1-3 Dorp Street	27 to 29 Lower Long
9 Dorp Street	1 North Wharf Square
27 Wale Street	Parow Traffic
140 Loop Street	Sunbell Building (Bellville)
11 Leeuwen Street	Gene Louw
Protea Assurance	Alexandra Precinct
Waldorf Building	Chrysalis Academy
Alfred Street	Athlone-Shared Services

3. SERVICE AIDS

3.1 In accordance with the Terms of Reference, the rate for a Security Officer should be inclusive of the following standard equipment:

- 3.1.1 baton,
- 3.1.2 torch,
- 3.1.3 sufficient uniforms and appropriate shoes,
- 3.1.4 handcuffs & keys,
- 3.1.5 protective gear and boots for snakes for security officers posted at Chrysalis Academy,

- 3.1.6 handheld Metal Detector 1 per duty point,
- 3.1.7 black & Red pen,
- 3.1.8 pocketbook,
- 3.1.9 Each officer must have a communication device – handheld two- way radio & charger and/or additional battery pack; and
- 3.1.10 An Occurrence Book at all duty points, which will become the property of the WCG.

4. SERVICE STANDARDS

- 4.1 The department has determined service standards (Annexed) which must be strictly adhered to and enforced by the Service Provider.
- 4.2 The service provider must ensure that all security officials posted on site, as well as the competent area/site manager fully understand and comply with these standards.
- 4.3 The department reserves the right to request the service provider to supply written explanation for any failure to perform according to these standards.

5. GENERAL INFORMATION

- 5.1 The contact person in respect of bid specification enquiries will be Ms. Wendy Arendse.
Email address: Wendy.Arendse3@westerncape.gov.za
Telephone number: (021) 483 5504.
- 5.2.1 The contact person in respect of operational enquiries will be Mr Frederick Klink.
Email address Frederick.Klink@westerncape.gov.za
Telephone number (021) 483 7829.

SRM Service Standards - All Security Service Categories

Metric: Inspection of daily posting sheet / As reported by WCG staff member / As reported by any other person / As observed in person / As reported by Control Room Operators

Penalty: 1% of the total contract value registered against applicable site or service

Major Service	Service Area	Performance Standards
All Security Service Providers Responsibility	Compliance Management	No unauthorized staff, contractors or visitors found on the site. Only authorized staff members, visitors, contractors allowed to have access to the building.
All Security Service Providers Responsibility	Compliance Management	No unauthorized and non-escorted delivery vehicles on premises. Only authorized staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.
All Security Service Providers Responsibility	Compliance Management	Exclude any person attempting to enter without a valid credential or reason
All Security Service Providers Responsibility	Compliance Management	No removal of Western Cape Government's property and / or staff property without proper authorization.
All Security Service Providers Responsibility	Compliance Management	Only authorized staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.
All Security Service Providers Responsibility	Compliance Management	All incidents to be reported within 5 minutes to Control Room
All Security Service Providers Responsibility	Compliance Management	All incidents to be reported to the applicable security manager, in writing within 7 hours after each incident.
All Security Service Providers Responsibility	Compliance Management	Ensure sufficient relievers are available to ensure an uninterrupted service at all times
All Security Service Providers Responsibility	Compliance Management	Ensure that site supervisor visits all the premises a minimum of three times per shift or as mutually agreed by in the ORS at call-off stage.
All Security Service Providers Responsibility	Compliance Management	Ensure that no self-posting takes place.
All Security Service Providers Responsibility	Compliance Management	Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences.
All Security Service Providers Responsibility	Compliance Management	Ensure that no posts are left unattended and / or that security officers do not leave a post vacant at the conclusion of their shifts, until such a time that they are relieved.
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display either their PSIRA and/or the Service Provider's corporate photo identification badges
All Security Service Providers Responsibility	Compliance Management	Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are dressed in accordance with the service provider's corporate uniform and dress standards, which should include the prohibition of extravagant jewelry and accessories.
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are equipped with the necessary service aids, i.e. baton, handcuffs, pocket book, pen, torch and communication device.
All Security Service Providers Responsibility	Compliance Management	Ensure that all necessary equipment, services, or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Department to inspect and test without prior notice
All Security Service Providers Responsibility	Compliance Management	In the provision of the Services, have due regard to the operational requirements of the parties occupying or operating from the premises and security officers shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements
All Security Service Providers Responsibility	Compliance Management	Ensure that the security officers shall always comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises
All Security Service Providers Responsibility	Compliance Management	Ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Department, replaced without delay and the Department shall be entitled to deny such person access to the relevant premises
All Security Service Providers Responsibility	Compliance Management	Ensure that the specified number of security officers is always deployed at the premises for the duration of the contracted shift periods. At no time may a registered post be vacant.
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
All Security Service Providers Responsibility	Compliance Management	The service provider must ensure patrolling of the WCG buildings, site, parking area or site perimeter is performed in accordance with the prescripts outlined in the site specific standard operating procedure (SOP) or where the SOP does not provide prescripts in relation to patrols, the

Major Service	Service Area	Performance Standards
		service provider must ensure the WCG building, Site, parking area or perimeter is patrolled at least once every 30 minutes or as mutually agreed by in the ORS at call-off stage.
All Security Service Providers Responsibility	Compliance Management	At WCG sites where electronic patrol management equipment is installed, the service provider is required to submit reports of badging at these electronic points on a weekly basis to the appointed WCG Security Operational Manager/Facility Manager.
All Security Service Providers Responsibility	Compliance Management	Submit daily deployment sheet to the applicable facility / contract manager within one (1) hour of commencement of duty.
All Security Service Providers Responsibility	Compliance Management	Complete and submit a monthly operational report to the applicable department security manager.
All Security Service Providers Responsibility	Compliance Management	Attend operational meetings as schedules by the Department
All Security Service Providers Responsibility	Compliance Management	Possess a minimum PSIRA grade C qualification
All Security Service Providers Responsibility	Compliance Management	Be a SA Citizen
All Security Service Providers Responsibility	Compliance Management	Be able to work independently
All Security Service Providers Responsibility	Compliance Management	Be able to communicate in two of the three official languages of the Western Cape and be able to read and write in English.
All Security Service Providers Responsibility	Compliance Management	Be physically fit
All Security Service Providers Responsibility	Compliance Management	Be assertive enough to enforce security measures as required
All Security Service Providers Responsibility	Compliance Management	Be trained in professional conduct, including difficult and conflict situations. This includes training in operating a fire detection services like fire panel and fire equipment,
All Security Service Providers Responsibility	Compliance Management	Be presentable, clean, and neat and portray a professional image at all times whilst conducting their duties in a professional manner
All Security Service Providers Responsibility	Compliance Management	Be alert, vigilant and professional in their approach and actions.
All Security Service Providers Responsibility	Compliance Management	Guard against the unnecessary use of personal communication devices and / or reading material which will distract the security officer from performing in accordance with the agreement or as mutually agreed at call-off stage.
All Security Service Providers Responsibility	Compliance Management	To ensure that all services are conducted in compliance with relevant legislation
All Security Service Providers Responsibility	Compliance Management	To ensure all security officers posted are properly trained to perform the security function and were properly inducted
All Security Service Providers Responsibility		Ensure all security officers posted are computer literate to operate computer equipment, electronic devices and fire detection and evacuation systems
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that a supervisor is available in the Control Room (Own or Client) during all high profile and adverse events
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure 24-hour monitoring of all WCG sites, as stipulated in work order.
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all posted Control Room officers have a minimum PSIRA Grade C registration
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all posted Control Room officers are trained and qualified as Control Room operators
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all alarms and adverse events at WCG premises are responded to by Control Room Operator(s) within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms.
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure all WCG equipment and other property within the Control Room remains functional and in good working order.
CCTV Control room and Physical Control Room Operators	Compliance Management	Report all defects of WCG equipment and other property in the Control Room to the Deputy Director: Provincial Security Operations
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that weekly reports are submitted to the applicable Department Security Manager

Major Service	Service Area	Performance Standards
CCTV Control room and Physical Control Room Operators	Compliance Management	Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers
CCTV Control room and Physical Control Room Operators	Compliance Management	Attend meetings with the Department as requested
CCTV Control room and Physical Control Room Operators	Compliance Management	Complete and submit a monthly operational report to the applicable department security manager
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that controllers are able to communicate in two of the three official languages of the Western Cape and be able to read and write in English.

In addition to the penalty, the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressing security officer (s), dog handlers, drivers of any vehicle, technician, drone operators permanently from the premises and duty to any security service for the WCG.

Metric: Inspection of daily posting sheet / As reported by WCG staff member / As reported by any other person / As observed in person / As reported by Control Room Operators

Penalty: 1% of the total contract value registered against applicable site or service

Major Service	Service Area	Performance Standards
Service Provider's Responsibility	Compliance Management	No absence from the premises without proper notification;
Service Provider's Responsibility	Compliance Management	Not accepting any gifts or bribes while on duty;
Service Provider's Responsibility	Compliance Management	No inappropriate or illegal use of equipment issued or being used by the security officer.
Service Provider's Responsibility	Compliance Management	No drinking intoxicating liquor or using intoxicating substances while on duty. No reporting for duty in an intoxicated condition.
Service Provider's Responsibility	Compliance Management	Do not enable any person to remove stolen property from the premises;
Service Provider's Responsibility	Compliance Management	No False or incomplete reporting in for example the Occurrence book or Control Room
Service Provider's Responsibility	Compliance Management	Must not be negligent in the application of their responsibilities;
Service Provider's Responsibility	Compliance Management	Must not sleep on duty;
Service Provider's Responsibility	Compliance Management	No harassment (example sexual, or verbal, etc.) towards other security officials, WCG staff and / or members of the public.
Service Provider's Responsibility	Compliance Management	No unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;
Service Provider's Responsibility	Compliance Management	Not willfully disobey instructions, orders of a superior or a reasonable request by the Department;
Service Provider's Responsibility	Compliance Management	Must report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;
Service Provider's Responsibility	Compliance Management	Must wear the prescribed clothing or identification when on duty;
Service Provider's Responsibility	Compliance Management	Must have all the service aids required while on duty.
Service Provider's Responsibility	Compliance Management	Must not perform any action, the effect of which could lead to possible criminal prosecution
Service Provider's Responsibility	Compliance Management	Must not present an unacceptable image, be inattentive, be unprofessional, or deal with any person in a disrespectful manner. (This implies that Security Officers shall not sit when they she should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties.)

TOR - Annexure B1**PHASE 2: PRICING AND PREFERENCE EVALUATION**

1. During phase 2, all bids that have met the requirements for SCM governance and compliance in Phase 1, as stipulated in the TOR will be evaluated in terms of price and the preference points system.
2. Bidders who qualify based on the outcome of this evaluation will proceed to Phase 3, where a final due diligence process, through the Operational Risk Assessment (ORA), will be undertaken to verify service delivery capability and confirm the bidder's capacity to perform the contract in alignment with the WCG's risk tolerance parameters .
3. This BID will be evaluated in terms of the Price and preference points system with using the 90/10 ratio. Refer to WCBD 6.1.
4. Prospective bidders MUST complete and sign the detailed Pricing Schedule attached as per table herein Annexure B1.
5. Bidders are required to submit completed printed versions of the Pricing Schedule. Furthermore, the bidder must initial each page and submit in hardcopy and MUST submit an electronic (EXCEL) format when requested.
6. The price quoted must be based on the 2026/2027 National Bargaining Council for the Private Security Sector Pricing Guide.
7. Price adjustments will be permitted in accordance with the resolutions made by the National Bargaining Council for the Private Security Sector.
8. Calculation of the final cost with a percentage markup for profit sharing and overhead costs: The National Bargaining Council for the Private Security Sector ("NBCPSS") is a statutory body which has been established in terms of the Labour Relations Act 66 of 1995 ("LRA"). The primary purpose of the NBCPSS is to regulate, maintain and enforce the minimum terms and conditions of employment in the private security sector industry through the Main Collective Agreement ("MCA"). The MCA has been published in the Government Gazette under GG 1530 of 2022 on 30 December 2022.



9. The NBCPSS provides an illustrative pricing guide in the MCA which relies on the promulgated salaries per security grade per area (a schedule to the MCA which rates are revised annually) as the basis from which to calculate a "*Total Direct Cost*" per security officer per grade.
10. The department use the NBCPSS illustrative pricing guide to determine the minimum cost for security services.
11. By using the NBCPSS illustrative pricing guide, we determined the base cost, which includes the salaries and legislated allowances as per the Main Collective Agreement for the private security officers. This cost reflects the direct expenses associated with employing security officers.
12. Overheads are indirect costs necessary for running the business but not directly attributable to specific services. Examples include administrative expenses, utilities, insurance, and rent. Overheads are calculated to each security officer based on factors like the number of officers employed or the hours worked.
13. A predetermined percentage markup is applied to the total of the base cost to determine the overheads.
14. The total BID price quoted must be an all-inclusive price which must provide for all cost factors related to rendering the service.
15. The final cost includes not only the direct expenses of paying salaries but also a portion of the indirect expenses (overheads) necessary to support the business operations and profit sharing to ensure the business generates sufficient revenue to sustain its operations and provides a return to stakeholders.
16. The price must be inclusive of VAT (If VAT registered).
17. $\text{Total Direct Cost} + \text{Overheads} + \text{VAT} = \text{Total Cost per Month (per grade, per shift)}$.
18. The guideline notes that, in respect of overheads, "economy of scale applies", meaning that the percentage can be higher or lower depending on the numbers of guards employed. The Department has determined its own percentage for overhead costs which will be used and measured to Items 1, 2 and 3 below to determine whether a bidder's price is too low and thus poses a risk.



DESCRIPTION OF SERVICE			BID PRICE IN SA CURRENCY (Incl. VAT)						
			Rate per Security Officer Per month	Qty	Sub-Total Grade B	Rate per Security Officer Per month	Qty	Sub-Total Grade B	Totals
Item number	Shift	Rate breakdown per PSIRA Grade officer	Grade B Day	Quantity Grade B Day	Cost Grade B Day	Grade C Day	Quantity Grade C Day	Cost Grade C Day	Sub- Total Cost (Grade B + Grade C)
1	Day Shift	Monday to Friday (12 hours)		3	0		46	0	0
Item number	Shift	Rate breakdown per PSIRA Grade officer	Grade B Day	Quantity Grade B Day	Cost Grade B Day	Grade C Day	Quantity Grade C Day	Cost Grade C Day	Sub- Total Cost (Grade B + Grade C)
2	Day Shift	Monday to Sunday (24 hours incl Weekends & PHD)		2	0		47	0	0
Item number	Shift	Rate breakdown per PSIRA Grade officer	Grade B Night	Quantity Grade B Night	Cost Grade B Night	Grade C Night	Quantity Grade C Night	Cost Grade C Night	Sub- Total Cost (Grade B + Grade C)
3	Night Shift	Monday to Sunday (24 hours incl Weekends & PHD)		3	0		44	0	0
Item number	Overheads				PSiRA Grade B			PSiRA Grade C	Sub-Total Cost Overheads
4	Overheads	Overhead costs inclusive of uniforms, transport, administration, mobile communication devices and all other incidentals and costs incurred to Provide the Service to the standards as per the Service Information							0
	Total Cost YR1	Total Line Item 1 + 2 + 3 + 4	0						
	Total Cost YR2	Total Line Item 1 + 2 + 3 + 4	0						
	Total Cost YR3	Total Line Item 1 + 2 + 3 + 4	0						
	Total Cost YR1, 2 & 3	Total Line Item 1 + 2 + 3 + 4	0						
	Note: The Total Cost amount above must be transferred to the WCBD 3.1 form								



The rate for a Security Officer should be inclusive of all standard equipment. Always account for additional costs like shift allowances, public holiday premiums, and training

Overhead costs inclusive of uniforms, transport, administration, mobile communication devices and all other incidentals and costs incurred to Provide the Service to the standards as per the Service Information



TOR - Annexure C1

PHASE 3: RISK EVALUATION – OPERATIONAL RISK ASSESSMENT

NOTE TO BIDDERS:

PLEASE DO NOT SCORE ANY ITEMS IN THE TABLE, THIS WILL BE DONE BY THE DEPARTMENT

REPRESENTATIVE(S) DURING THE OPERATIONAL RISK ASSESSMENT AS DESCRIBED IN ANNEXURE : ORA

Operational Risk Assessment Areas

Name of Outsourced Security Service Provider	
Name of Outsourced Security Service Provider Representative	
Date of Operational Risk Assessment	
Address of Operational Assessment	
Email Contact of Outsourced Service Provider	
Region / District	
Name of Community Safety Security Risk Management Officials	

Operational Risk Assessment		51		00-Jan-00
1	Management, Admin and Staff (non-scoring)			Comments
1.1	Please provide details of your Contract Manager (non-scoring)			
1.1.1	Is there an identified / do you have a dedicated contract manager? (non-scoring)			
	Yes			
	No			
1.1.2	If Yes, please provide the contact details of this person (non-scoring)			
		Name		
		Email		
		Mobile		
1.1.3	If No, who would be the contact person should a WCG contract be awarded to the company (non-scoring)			
		Name		
		Email		
		Mobile		
1.1.4	Could you provide a minimum of three (3) References in respect of previous security contracts undertaken by your company (non-scoring)			
Ref 1		Name		
		Company		
		Email		
		Mobile		
Ref 2		Name		
		Company		
		Email		
		Mobile		
Ref 3		Name		



		Company		
		Email		
		Mobile		
1.1.5	Current staff (Admin and Security officers) compliment as per payroll (non-scoring)			
	More than 50			
	Less than 10			
	Between 10 and 30			
	Between 31 and 50			
	None			
1.2	How many PSIRA registered and trained security officers do you have available per category (Capacity)			
1.2.1	Normal Physical Guarding (non-scoring)			
1.2.1.1	More than 50			
1.2.1.2	Less than 10			
1.2.1.3	Between 10 and 30			
1.2.1.4	Between 31 and 50			
1.2.1.5	None			
1.2.1.6	Not Applicable			
1.2.2	Armed Response Security Officer (non-scoring)			
1.2.2.1	More than 50			
1.2.2.2	Less than 10			
1.2.2.3	Between 10 and 30			
1.2.2.4	Between 31 and 50			
1.2.2.5	None			
1.2.2.6	Not Applicable			
	Other Compliances (non-scoring)		Improvements to be considered	Comments
1.3	Reliability and Compliance (non-scoring)			
1.3.1	Has the company and/or anyone of the Directors ever been blacklisted to the WCG or not allowed to be registered with PSIRA, dishonored a contract or had a contract been terminated before it's time? If yes, please explain			
1.3.1.1	Yes			
1.3.1.2	No			
1.4	Communication (non-scoring)			
1.4.1	How do you communicate important client needs or site-specific information to your staff and or security officials? (Provide proof: messages, emails, minutes, attendance register)			
1.4.1.1	No communication methodology in place			
1.4.1.2	Verbal Communication only			
1.4.1.3	Written Instruction only (includes mobile messages)			
1.4.1.4	Verbal followed by written instruction (includes mobile messages)			
1.4.2	How frequently does communication from management take place to your client			
1.4.2.1	No Communication			
1.4.2.2	Monthly			



1.4.2.3	Weekly				
1.4.2.4	Daily				
1.4.3	How do you communicate to your clients? (Provide proof: messages, emails, minutes, attendance register)				
1.4.3.1	No communication				
1.4.3.2	Communicated verbally through staff member associated with project				
1.4.3.3	Electronic Media (WhatsApp/Messenger/Telegram/SMS / E-mail)				
1.4.3.4	Written communication				
1.4.3.5	Meetings incl all of the above (excluding 1.4.3.1)				
1.4.4	What communication methods are most frequently used by your company to communicate with the guarding compliment? (Provide proof: messages, emails, minutes, attendance register)				
1.4.4.1	No Communication				
1.4.4.2	Written Notice placed on Notice Boards				
1.4.4.3	Communicated verbally only through control and / or supervisor				
1.4.4.4	Personalized letters / Notices / Communicated verbally through control and / or supervisor				
1.4.4.5	Electronic Media (WhatsApp/Messenger/Telegram/SMS / E-mail)				
1.4.4.6	All of the above (excluding 1.4.4.1)				
1.5	Training (non-scoring)				
1.5.1	Do you provide contract / site specific training?				
1.5.1.1	Yes				
1.5.1.2	As required by the client				
1.5.1.3	No				
1.5.2	How frequently is staff development and or industry related training provided? (Provide training plan, attendance registers, certificates)				
1.5.2.1	No training				
1.5.2.2	Annually				
1.5.2.3	Every 6 months				
1.5.2.4	Quarterly				
1.5.2.5	Monthly				
1.5.2.6	Immediately when need is identified				
1.5.3	Does the above training provide you with opportunities to influence the Standard Operating Procedures of your Clients? (Proof to be provided)				
1.5.3.1	Yes				
1.5.3.2	No				
2	National Bargaining Council Compliance (non-scoring)			0	Comments
"Not Applicable" should be selected in cases of new Security Companies with proven no staff or contracts. "Not Applicable" should not affect the overall score					
2.1	Information on Salaries and proof of administration (non-scoring)			0	
2.1.1	Do you pay your security officers the salaries as prescribed according to the National Bargaining Council				



	for Private Security Sector (NBCPSS) Main Collective Agreement?				
2.1.1.1	Yes				
2.1.1.2	No				
2.1.1.3	Not Applicable				
2.1.2	Do you issue your security officials with pay slips?				
2.1.2.1	Yes				
2.1.2.2	No				
2.1.2.3	Not Applicable				
2.1.3	Do you keep copies of pay slips issued? Proof provided				
2.1.3.1	Yes				
2.3.3.2	No				
2.3.3.3	Not Applicable				
3	Security Service Category (Scoring)				Comments
A.1	Physical Guarding	51			Comments
	Physical Guarding Control Room	31			
A.1.1	Do you have a fully functional Control Room (Physical verification by assessor and proof of ownership or lease to be provided)	1			
A.1.1.1	Yes	1			
A.1.1.2	No	0			
A.1.2	If, yes. Is your Control Room operational 24/7/365? Verify Occurrence Book for shift deployment	5			
A.1.2.1	Yes	5			
A.1.2.2	No	0			
A.1.2.3	Not Applicable		Where a 'No or Not Applicable' response is captured, no further evaluation will be performed for Physical Guarding Control Room operation		
A.1.3	Do you monitor any sites/locations remotely from your Control Room	5			
A.1.3.1	Yes - radio check was done with a security site being monitored	5			
A.1.3.2	No - radio check could not be confirmed with a site being monitored	0			
A.1.4	Do you have a dedicated Control Room Manager 24/7/365?	5			
A.1.4.1	Yes - Control room manager was present during ORA	5			
A.1.4.2	No - Control room manager was not present during ORA	0			
A.1.4.3	Not Applicable				
A.1.5	Are the Operators in your Control Room appropriately graded as Grade C or Higher? Please provide proof - Check Posting sheet or OB entry, PSIRA App verification	5			
A1.5.1	Yes	5			
A1.5.2	No	0			
A1.5.3	Not Applicable				
A.1.6	Will the WCG sites (incl linked with CCTV) be monitored from this Control Room / Operational Command Centre?	5			



A.1.6.1	Yes	5			
A.1.6.2	No	0			
A.1.7	Demonstrated type of technology utilized in the control room	5			
A.1.7.1	None	0			
A.1.7.2	Base Radio	1			
A.1.7.3	Satellite radio	1			
A.1.7.4	Security Officer Patrol System	1			
A.1.7.6	Telephone (incl. cellular phone)	1			
A.1.7.7	UPS or generator backup system	1			
	Physical Guarding Security Officers	15			
A.4.1	Are all your security officers issued with a	8			
A.4.1.1	Corporate uniform	1			
A.4.1.2	Company jacket	1			
A.4.1.3	Company shirt	1			
A.4.1.4	Company pants	1			
A.4.1.5	Company tie	1			
A.4.1.6	Company name tag	1			
A.4.1.7	Appropriate shoes	1			
A.4.1.8	Security company epaulettes	1			
A.4.1.9	None issued	0			
A.4.2	Are all your security officers issued with the following standard service aids	6			
A.4.2.1	Radio	1			
A.4.2.2	Baton	1			
A.4.2.3	Pen	1			
A.4.2.4	Pocket Book	1			
A.4.2.5	Torch (for night duty only)	1			
A.4.2.6	Occurrence Book	1			
A.4.2.7	None issued	0			
A.4.3	Do your security officers possess a minimum PSIRA Grade C (required for WCG sites)	1			
A.4.3.1	Yes	1			
A.4.3.2	Grade D or lower	0			
A.4.3.3	No	0			
A.4.3.4	Not Applicable				
	Physical Guarding Vehicles	5			
A.5.1	How many security vehicles do you own for normal physical guarding?	3	Where a No or Not Applicable response is captured, no further evaluation will be performed for Security Vehicles		
A.5.1.1	Not Applicable				
A.5.1.2	None	0			
A.5.1.3	One	1			
A.5.1.4	Two	2			
A.5.1.5	Three or more	3			
A.5.2	Kindly provide proof of ownership of the security vehicles (eg. a certified and audited asset register, lease agreement depicting)	1			
A.5.1	Yes	1			



A.5.2	No	0		
A.5.3	Are all your vehicle drivers PSIRA grading of A,B & C?	1		
A.5.3.1	Yes	1		
A.5.3.2	No	0		

Declaration by Company representative

Hereby I in my capacity as, from
....., hereby declare that the information
provided above is accurate and that I have not been influenced in anyway whilst providing this information.
I submit the following references to be contacted by the Western Cape Government. I acknowledge that their
feedback will be used to determine my final percentage score achieved during this operational risk assessment.

Reference 1	Reference 2	Reference 3
Name:	Name:	Name:
Company:	Company:	Company:
Tel no:	Tel no:	Tel no:
Address:	Address:	Address:
Email:	Email:	Email:
Company Representative Acknowledgement and Signature		Date

Declaration by WCG staff member conducting the assessment.

Hereby I in my capacity as, from The
Department of Police Oversight and Community Safety hereby declare that I have not influenced the information
provided by the company representative and in no way have I been influenced by the company representative
regarding the information received.

WCG Staff Member Signature	Persal Number	Date

TOR - Annexure C2**PHASE 3: ORA – OPERATIONAL RISK ASSESSMENT PROCESS.****How ORA is done:**

1. On-site inspections (control rooms, vehicles, offices, staff).
2. The ORA informs the bid committees of physical verification of the capacity and ability to fulfill the contract requirements mentioned within the bid specification
3. Interviews with management and operational staff.
4. Verification of compliance records and references (3 compulsory responsive references).
5. Review of training plans, payroll compliance, and asset registers.

Operational Risk Assessment (ORA) Evaluation Methodology

Purpose: To assess bidders' operational capability and risk profile for delivering security services in line with the bid's scope.

1.1. Step 1: Confirm Eligibility for ORA

- 1.1.1. Only bidders who pass Phases 1 and 2 proceed to Phase 3: ORA.
- 1.1.2. SCM will verify mandatory documents (PSIRA, NBCPSS, COIDA, insurance, etc.) before scheduling ORA.

1.2. Step 2: Schedule and Conduct ORA

- 1.2.1. ORA is conducted by Department of Police Oversight and Community Safety (DPOCS) evaluators.
- 1.2.2. Methods include:
 - a. On-site visits (control room, vehicles, offices, staff, uniform and tools etc.).
 - b. Interviews with management and operational staff.
 - c. Verification of references and compliance records.
 - d. Document checks (asset registers, training plans, payroll compliance).

1.3. Step 3: Apply Published Scoring Matrix

- 1.3.1. Each criterion in Annexure A1 has:
 - a. Defined weight (e.g., Control Room = 31 points, Security Officers = 15 points).
 - b. Evidence requirement (physical verification, documentation).
 - c. Evaluators record scores per criterion; convert total into percentage.

1.4. Step 4: Determine Risk Category

1.4.1. Use the published scale:

- a. 0–40% = Extreme
- b. 41–60% = High
- c. 61–80% = Moderate
- d. 81–100% = Low

1.4.2. Minimum qualifying score = 81% (Low Risk).

1.5. Step 5: Physical Guarding: Scoring

1.5.1. The evaluation for this bid focuses exclusively on Physical Guarding services and CCTV monitoring.

1.5.2. The score will be calculated based on the published scoring matrix for Physical Guarding criteria only.

1.5.3. Each criterion (e.g., Control Room operations, staffing, compliance documentation) carries a defined weight as per Annexure C1.

1.5.4. Evaluators will verify evidence provided during the Physical ORA and assign scores accordingly.

1.5.5. The total points achieved will be converted into a percentage to determine the bidder's risk category.

1.5.6. Calculate weighted score:

1.5.7. Weight allocations are provided for each service by its category of the service type in the scope (e.g. Control room, Equipment, Staffing, PSIRA compliance etc.).

1.5.8. Apply ORA scores for each service type.

1.5.9. Compute overall percentage = $\Sigma (\text{Service Score} \times \text{Weight})$.

1.5.10. Example:

- a. Maximum possible score: 100 points
- b. Bidder achieves: 85 points
- c. Percentage score = $(85 \div 100) \times 100 = 85\% \rightarrow \text{Qualifies.}$

1.6. Step 6: Record and Validate

1.6.1. Complete ORA scorecard with:

1.6.2. Total points, percentage, risk category.

- 1.6.3. Assessor signatures and date.
- 1.6.4. Retain evidence (photos, documents, reference feedback) for audit.
- 1.7. Step 7: Proceed or Disqualify
 - 1.7.1. Bidders scoring below 81% are immediately disqualified without prejudice.
 - 1.7.2. The qualifying bidder who progressed through phase 1 and scored the highest in phase 2 as well as meet the ORA 81% score threshold will be awarded the contract – see Annexures A2.
 - 1.7.3. ORA scoring matrix and weights are herein published upfront (See Annexure C1).
 - 1.7.4. No ORA changes allowed post-advertisement without formal erratum and bid extension.
 - 1.7.5. All outsourcing arrangements must be disclosed and assessed.

2. Scoring and Risk Categories:

- 2.1. The ORA uses an identical published scoring matrix (see Annexure C1). Each criterion has a defined weight and evidence requirement. Scores are converted into a percentage and linked to a risk category.
- 2.2. Minimum qualifying score: 81% (Low Risk or better).
- 2.3. The department therefore reserves the right to only consider service providers who attain a minimum qualifying score of 81% during their respective operational assessments.
- 2.4. Bidders who do not achieve the minimum qualifying scores (i.e., 81%) will not be considered for further evaluation.

2.5. Scoring Method:

- 2.5.1. Evaluation will focus exclusively on Physical Guarding services and CCTV monitoring.
- 2.5.2. Scores will be calculated using the published scoring matrix for Physical Guarding criteria (see Annexure A1).
- 2.5.3. Each criterion carries a defined weight.
- 2.5.4. The total points achieved will be converted into a percentage to determine the bidder's risk category.

ORA RISK SCORE	SERVICE PROVIDER RISK	FACILITY	RECCOMENDATION
0-40%	EXTREME		NO RECCOMENDATION
41-60%	HIGH		NO RECCOMENDATION
61-80%	MODERATE		NO RECCOMENDATION



81-100%	LOW	LOW, MODERATE, HIGH AND EXTREME	RECCOMENDATION FOR SERVICE PROVIDERS WITH SCORES EXCEEDING 81% TO SERVICE OUR LOW, MODERATE , HIGH AND EXTREME RISK FACILATIES
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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.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY					
BID NUMBER:	POCS 04-2025/2026	CLOSING DATE:	10 FEBRUARY 2026	CLOSING TIME:	11 H00 AM
DESCRIPTION	SECURITY GUARDING SERVICE AT WCG BUILDINGS FOR A 36 MONTH PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor, 80 St Georges Mall Waldorf Building Cape Town, 8000 (The Department is using the bid box as a temporally measure while the department is relocating)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Esethu Makanda		CONTACT PERSON	Wendy Arendse	
TELEPHONE NUMBER	021 483 6324		TELEPHONE NUMBER	021 483 5504	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Esethu.Makanda@Westerncape.gov.za		E-MAIL ADDRESS	Wendy.Arendse3@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS 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 BIDDER:

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

DATE:

PRICING SCHEDULE
(Goods and Services)

NAME OF BIDDER:	BID NO.: POCS 04-2025/2026
CLOSING TIME: 11H00	CLOSING DATE: 10 FEBRUARY 2026

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

Lot	DESCRIPTION	BID PRICE IN RSA CURRENCY
1	SERVICE	**(ALL APPLICABLE TAXES INCLUDED)

PROJECT NAME:

**PROVIDE A SECURITY GUARDING SERVICE AT WCG BUILDINGS WITHIN THE CAPE TOWN
CENTRAL BUSINESS DISTRICT (CBD) AND EXTENDED METRO AREAS FOR A 36 MONTH PERIOD**

1. The total bid price including of VAT R.....
NB: "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies, etc.
2. Are the prices quoted firm for the full period of contract ? YES / NO (CIRCLE CORRECT ANSWER)
3. If not firm for the full period, provide reasons.....
4. Do you comply to the Specification? YES / NO (CIRCLE CORRECT ANSWER)
5. If not, provide deviations.....
6. Do you comply to the General Conditions of Contract? YES / NO (CIRCLE CORRECT ANSWER)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED IN WRITING TO:

Department: Contact Person: Tel: E-mail address:	Police Oversight and Community Safety Mr Esethu Makanda 021 483 6324 Esethu.Makanda@westerncape.gov.za	Mr Anele Mengezeleli 021 483 5712 Anele.Mengezeleli@westerncape.gov.za
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ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED IN WRITING TO:

Department: Contact Person: Tel: E-Mail:	Police Oversight and Community Safety Ms Wendy Arendse 021 483 5504 Wendy.Arendse3@westerncape.gov.za
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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), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, 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. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. 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).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. 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;

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.

“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;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! 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;

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“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;

“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.

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.

7. 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.
8. 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.
9. 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; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. 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.
11. 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.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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.

13. 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 having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

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

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 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.

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

TABLE B

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

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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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	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. 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)?					NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.)</i>						
C5. 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?				NO	YES	N/A
C6. 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)?					NO	YES
C7. 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?					NO	YES

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 have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that 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, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. 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 date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
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 IN TERMS OF THE WESTERN CAPE GOVERNMENTS 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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender 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, and this 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 code of good practice on 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 the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor 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 tendered for goods or 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 requirement 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 Rand, 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 or services through price quotations, competitive tendering process 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 for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 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 in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point 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); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point 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 point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) 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
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 2.5 Failure on the part of a bidder to fill in, 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 together with the bid or an affidavit issued by 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 Section 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 tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that 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 As per section 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 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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 table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number 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 per cent (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 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 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 tender.
- 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 OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of 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 tender.

9. SUB-CONTRACTING

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

- 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? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their 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

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 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 13O 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 in order to secure a particular B-BBEE status or any benefit associated with compliance to 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 or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to 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 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; 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.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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 site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the 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.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the 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

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-site 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-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (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 website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	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	<p>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).</p> <p>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.</p>

- 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.